

**LEASE NO. GS-11P-LMD00474****Warehouse Lease  
GSA FORM L201WH (10/18)**

This Lease is made and entered into between

**LIT INDUSTRIAL LTD PARTNERSHIP**

(Lessor), whose principal place of business is 2650 Cedar Springs Rd Ste 850, Dallas, TX, 75201-1494, and whose interest in the Property described herein is that of Fee Owner, and

**The United States of America**

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

**3300 Hubbard Road, Landover, MD 20785**

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

**LEASE TERM**

To Have and To Hold the said Premises with its appurtenances for the term beginning February 25, 2020 and continuing through February 24, 2035 for a period of

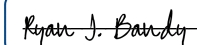
**15 Years Firm,**

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

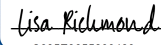
**FOR THE LESSOR:**

DocuSigned by:

  
 29CA3F7DE25B429...  
 Name: Ryan J. Bandy  
 Title: Senior Vice President  
 Entity Name: Clarion Partners  
 Date: 6/26/2020

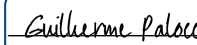
**FOR THE GOVERNMENT:**

DocuSigned by:

  
 C685E3655200480...  
 Name: Lisa Richmond  
 Title: Lease Contracting Officer  
 General Services Administration, Public Buildings Service  
 Date: 9/3/2020

**WITNESSED FOR THE LESSOR BY:**

DocuSigned by:

  
 5A1167593488485...  
 Name: Guillerme Palocci  
 Title: Vice President  
 Date: 7/1/2020

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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## SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

### 1.01 THE PREMISES (WAREHOUSE) (OCT 2016)

The Premises are described as follows:

A. Warehouse and Related Space: **51,630** rentable square feet yielding **51,630** ANSI/BOMA Office Area (ABOA) square feet (SF) of warehouse Space known as Suite(s) **3300-A** of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **A**. Of the 51,630 ABOA SF of warehouse Space, 3,900 ABOA SF will be used as office Space.

B. Common Area Factor: The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as **0** percent. This factor, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

### 1.02 EXPRESS APPURTENANT RIGHTS (WAREHOUSE) (MAY 2014)

The Government shall have exclusive or non-exclusive (as identified) right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Automobile Parking:

**25** parking spaces for passenger vehicles as depicted on the plan attached hereto as Exhibit **B** of which **4** spaces shall be marked as reserved for the exclusive use of the Government. In addition, the Lessor shall provide any additional automobile parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property. All spaces must be secured and lit in accordance with the Security Requirements set forth in this Lease. The cost of this parking shall be at no additional cost to the Government.

**B. Semi-Trailer Staging Area/Parking:**

A staging area (or truck court) shall be secured within a fenced-in and gated area with sufficient area to maneuver and park a tractor with a 52 foot trailer. Should new fencing be required to meet this requirement, the cost of new fencing shall be considered as a part of the shell to be provided by lessor. In addition, the Lessor shall provide such additional truck parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

**C. Delivery Route:**

- (1) At least one unobstructed route having no steps or abrupt changes in level shall connect with all accessible elements, spaces, buildings, and courses of passage. The minimum clear width of a route shall be 36 inches. If a route is less than 60 inches in width then it shall have level passing zones, spaced at no more than 200 feet apart, measuring a minimum of 60 inches by 60 inches.
- (2) Objects projecting from walls with their leading edges between 27 and 80 inches above the finished floor shall protrude no more than 4 inches into an accessible route. Freestanding objects mounted on posts or pylons may overhang 12 inches maximum from 27 to 80 inches above the ground or the finished floor. Objects mounted with their leading edges at or below 27 inches above the finished floor may protrude any distance. However, no protruding objects shall reduce the clear width of an accessible route or maneuvering space. If vertical clearance of an area adjoining an accessible route is reduced to less than 80 inches, a barrier to warn blind or visually impaired persons shall be provided.
- (3) Mechanical rooms and spaces which are not normally frequented by the public or occupants and are not part of an accessible or emergency route are excepted and need not be accessible.
- (4) Gratings in a route surface shall have spaces no wider than ½ inch in one direction and shall be placed so that the long dimension of openings is perpendicular to the dominant direction of travel.

**D. Delivery Ramps:**

- (1) Any part of an accessible route with a slope greater than 1 foot rise in 20 feet shall be considered a ramp. Where ramps are necessary, they shall have a non-slip surface with a slope no greater than 1 foot rise in 12 feet. Ramps must have a minimum clear width of 3 feet with level landings at the top and bottom of each ramp run. Each landing shall be at least 5 feet in length and as wide as any ramp run leading into it. The maximum rise for any run shall be 30 inches. Intermediate landings for turning ramps shall measure a minimum of 5 feet by 5 feet.
- (2) Lessor shall provide handrails complying with "HANDRAILS" (36 CFR 1191) on both sides of all ramps with a vertical rise greater than 6 inches. Ramps with drop-offs shall have curbs (minimum 2 inches high), walls, railings or projecting surfaces. Lessor shall provide curb ramps wherever an accessible route crosses a curb. Curb ramps shall not interfere with walks or vehicular traffic. The maximum slope of a curb ramp shall be a 1 inch rise per 12 inch run. The maximum length of a curb ramp shall be 6 feet with a minimum width of 36 inches, exclusive of flared sides. If no other alternative is feasible, accessible platform lifts may be used in lieu of a ramp or elevator. Lifts shall have accessible controls and clearances, shall comply with applicable safety regulations, and should facilitate unassisted entry and exit.

**E. INTENTIONALLY DELETED**

**F. Loading Docks.** See "LOADING DOCKS SHELL WAREHOUSE" paragraph in Section 3 of this Lease.

**1.03 TRUCK TURNING RADIUS REQUIREMENTS (WAREHOUSE) (MAY 2014)**

At a minimum, a truck turning radius suitable for a tractor with 52 foot trailer shall be provided and maintained at all times for all loading docks used by the Government. One-way design for service traffic preferred in order to avoid the need for large turning areas.

**1.04 CLEAR CEILING HEIGHT REQUIREMENTS (WAREHOUSE) (MAY 2014)**

A minimum of **30,000** ABOA SF must have a clear ceiling height of **24 feet**, measured from floor to the lowest obstruction. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided.

**1.05 BAY WIDTH, BAY DEPTH, AND COLUMN SPACING REQUIREMENTS (WAREHOUSE) (MAY 2014)**

The following minimum requirements apply to this Lease:

Columns shall be sufficiently spaced to provide unobstructed floor area of at least 44 feet by 29 feet.

**1.06 RENT AND OTHER CONSIDERATION (OCT 2017)**

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM YEARS 1-5	FIRM TERM YEARS 6-10	FIRM TERM YEARS 11-15
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	(b) (4)	(4)	
OPERATING COSTS <sup>2</sup>			
TENANT IMPROVEMENTS RENT <sup>3</sup>			
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>			
PARKING <sup>5</sup>			
<b>TOTAL ANNUAL RENT</b>	<b>\$976,416.21</b>	<b>\$1,057,475.31</b>	<b>\$1,150,925.61</b>
(b) (4)			

B. Parking shall be provided at a rate of **\$0.00** per parking space per month (Structure), and **\$0.00** per parking space per month (Surface).

C. INTENTIONALLY DELETED

D. INTENTIONALLY DELETED.

E. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **51,630** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

F. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

H. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

I. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

J. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises."
2. All costs, expenses, and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities (with the exclusion of **electric**), maintenance required for the proper operation of the Property, the Building, and the Leased Premises, in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements and improvements required to be made thereto to meet the requirements of this Lease. The Government shall be responsible for paying the cost of **electric** directly to the utility provider. The Lessor shall ensure that such utilities are separately metered. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub-meters are not acceptable. The Lessor shall furnish in writing to the LCO, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements.

K. For succeeding Leases with an incumbent Lessor where the Lease requires the Lessor to perform alterations using either the TIA or BSAC, the amortized tenant improvement rent and/or BSAC rent will not commence until the alterations are complete and accepted by the Government. Upon acceptance of these improvements, the Government will commence payment of the tenant improvement and/or BSAC rent as stipulated under the Lease, in addition to payment of the accrued tenant improvement and/or BSAC rent for the period of time where such rent was withheld (such accrued

rent will not include any additional interest). Additionally, in the event the Government does not use all the TIA or BSAC, then the accrued amount will be adjusted in accordance with the provisions of the Lease (e.g., de-amortization).

#### 1.07 BROKER COMMISSION AND COMMISSION CREDIT (OCT 2016)

A. **JONES LANG LASALLE AMERICAS, INC.** (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is (b) (4) is earned upon Lease execution, payable according to the Commission Agreement signed between the Lessor and Broker. Only (b) (4) of the Commission will be payable to **JONES LANG LASALLE AMERICAS, INC** with the remaining (b) (4) which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment (b) (4) minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 1<sup>st</sup> Month's Rent.\*

Month 2 Rental Payment (b) (4) minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 2<sup>nd</sup> Month's Rent.\*

Month 3 Rental Payment (b) (4) minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 3<sup>rd</sup> Month's Rent.\*

\* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

#### 1.08 ~~TERMINATION RIGHTS (OCT 2016)~~ INTENTIONALLY DELETED

#### 1.09 ~~RENEWAL RIGHTS (OCT 2016)~~ INTENTIONALLY DELETED

#### 1.10 DOCUMENTS INCORPORATED IN THE LEASE (WAREHOUSE) (OCT 2018)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	A
PARKING PLAN(S)	1	B
SITE PLAN(S)	1	C
AGENCY SPECIAL REQUIREMENTS / SCOPE OF WORK, AND EQUIPMENT MASTER LIST 11-8-19	88	D
SECURITY REQUIREMENTS	8	E
GSA FORM 1217, LESSOR'S ANNUAL COST STATEMENT	3	F
GSA FORM 3517B GENERAL CLAUSES	15	G
FAR 52.204-24	2	H
RIDER # 1	1	I
PRELEASE 12000 PART B	8	J

#### 1.11 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is (b) (4) for the Space. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of (b) (4). The Government reserves the right to increase the TI Allowance.

#### 1.12 TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)

A. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

- C. If it is anticipated that the Government will spend more than the identified TIA, the Government may elect to:
1. Reduce the TI requirements;
  2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
  3. Negotiate an increase in the rent.
- D. The tenant agency has eighteen (18) months following the date of Lease Award to use the Tenant Improvement Allowance, unless the Contracting Officer determines that an extension to use the TIA is necessary due to unforeseen circumstances.

### 1.13 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES ( \$ PER ABOA SF OR % OF TI CONSTRUCTION COSTS)	(b) (4)
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	(b) (4)

### 1.14 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is (b) (4). The Lessor will make the total BSAC amount available to the Government, which will use the funds for security related improvements. This amount is amortized in the rent over the Firm Term of this lease at an annual interest rate of (b) (4).

### 1.15 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)

- A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government may return to the Lessor any unused portion of the BSAC in exchange for a decrease in rent (where applicable) according to the agreed-upon amortization rate over the Firm Term.
- B. The Government may elect to make lump-sum payments for any work covered by the BSAC. The part of the BSAC amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay a lump sum for any part or all of the remaining unpaid amortized balance of the BSAC. If the Government elects to make a lump-sum payment for the BSAC after occupancy, the payment of the BSAC by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.
- C. If it is anticipated that the Government will spend more than the BSAC identified above, the Government may elect to:
1. Reduce the security countermeasure requirements;
  2. Pay a lump sum for the amount overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph; or
  3. Negotiate an increase in the rent.
- D. The tenant agency has eighteen (18) months following the date of Lease Award to use the Building Specific Amortized Capital (BSAC) Allowance, unless the Contracting Officer determines that an extension to use the BSAC is necessary due to unforeseen circumstances.

### 1.16 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2018 )

- A. As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 41.28 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 51,630RSF by the total Building space of 125,066 RSF. The tax parcel number is 13-1553254.
- B. All relevant tax adjustment documentation (e.g. copies of paid tax receipts, invoices) must be submitted online via the GSA Real Estate Tax Portal at [RET.GSA.GOV](https://ret.gsa.gov).

### 1.17 ~~REAL ESTATE TAX BASE (SEP 2013)~~ INTENTIONALLY DELETED

### 1.18 OPERATING COST BASE (OCT 2016)



The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be **\$3.02** per RSF.

**1.19 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)**

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by **\$0.33** per ABOA SF of Space vacated by the Government.

**1.20 ~~HOURLY OVERTIME HVAC RATES (OCT 2016)~~ INTENTIONALLY DELETED**

**1.21 ~~ADJUSTMENT FOR REDUCED SERVICES (OCT 2018)~~ INTENTIONALLY DELETED**

**1.22 BUILDING IMPROVEMENTS (MAR 2016)**

The Lessor shall complete the following additional Building improvements:

- A. Lessor shall be responsible for the repair, replacement and maintenance of all mechanical equipment listed in Exhibit D: Agency Special Requirements / Scope of Work and Equipment Master List dated 11-8-19. Furthermore, Lessor shall replace AHU-1A, AHU-1B, AHU-2, AHU-3, and AHU-4 within eighteen (18) months of the Lease commencement date. This shall be at the Lessors sole cost and expense at no additional cost to the Government.

**1.23 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAY 2012)**

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.

**1.24 LESSOR'S DUNS NUMBER (OCT 2017)**

Lessor's Dun & Bradstreet DUNS Number: **828635867**

## SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

### 2.01 DEFINITIONS AND GENERAL TERMS (WAREHOUSE) (OCT 2016)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights (such as parking, wareyards, loading docks, aprons, loading ramps and other areas to which the Government has rights under this Lease).
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. Building(s) situated on the Property in which the Premises are located.
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the "Commission Credit."
- E. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF- 10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/ BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. "Contract" shall mean this Lease.
- G. Contractor. "Contractor" shall mean Lessor.
- H. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- J. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- L. Lease Term Commencement Date. The date on which the lease term commences.
- M. Lease Award Date. The date the LCO executes the Lease and mails or otherwise furnishes written notification of the executed Lease to the successful Offeror ( date on which the parties' obligations under the Lease begin).
- N. Premises. Defined as the total Warehouse Area, Office Area, and other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking, wareyards, loading docks, aprons, loading ramps and other areas to which the Government has rights under this Lease are not included in the Premises.
- O. Property. Defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas, wareyards, loading docks, aprons, loading ramps) to which the Government is granted rights.
- P. Racking System Plan—A plan that at a minimum must include clear ceiling height requirement(s), aisle width(s), shelving depth(s) and type of material(s) to be stored . In addition such Plan shall identify locations and dimensions of storage of materials in packed piles, on pallets, in racks, or on shelves.
- Q. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: ABOA SF of Space x (1 + CAF) = RSF.
- R. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas, wareyards, loading docks, aprons, loading ramps to which the Government has rights under this Lease are not included in the Space.

- S. Warehouse and office space. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- T. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

## 2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

## 2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2018 )

A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or a tenant agency-approved form when specifically authorized to do so by the LCO. The General Services Administration Acquisition manual ("GSAM") clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the LCO or a warranted contracting officer's representative (COR) in GSA or the tenant agency when specifically authorized to do so by the LCO, subject to the threshold limitation below.

B. Orders for alterations issued by an authorized COR are limited to no more than \$250,000 (LCOs are not subject to this threshold). This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101). The LCO will provide the Lessor with a list of tenant agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.

C. Payments for alterations ordered by the tenant agency under the authorization described in sub-paragraph B will be made directly by the tenant agency placing the order.

## 2.04 WAIVER OF RESTORATION (OCT 2018)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

## 2.05 PAYMENT OF BROKER (JUL 2011)

If GSA awarded the Lease through its Broker, the Lessor shall pay GSA's Broker its portion of the commission one half upon Lease award and the remaining half upon acceptance of the Space. "Its portion of the commission" means the agreed-upon commission to GSA's Broker minus the Commission Credit specified in the Lease or Lease Amendment.

## 2.06 CHANGE OF OWNERSHIP (OCT 2018)

A. If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.

B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.

C. If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Lease Amendment.

D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

E. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) for purposes of "All Awards" (See FAR 52.232-33), and complete all required representations and certifications within SAM. In addition, the Transferee must also complete a Foreign Ownership and Financing Representation.

G. If title to the Property is transferred, or the Lease is assigned, rent shall continue to be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall not commence until the Government has received all information reasonably required by the LCO under sub-paragraph D, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F.

## 2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012)

A. Purpose: This paragraph provides for adjustment in the rent (tax adjustment) to account for increases or decreases in Real Estate Taxes for the Property after the establishment of the Real Estate Tax Base, as those terms are defined herein. Tax adjustments shall be calculated in accordance with this paragraph.

B. Definitions: The following definitions apply to the use of the terms within this paragraph:

Fully Assessed. The Property is deemed to be "Fully Assessed" (and Real Estate Taxes are deemed to be based on a Full Assessment) only when a Taxing Authority has, for the purpose of determining the Lessor's liability for Real Estate Taxes, determined a value for the Property taking into account the value of all improvements contemplated for the Property pursuant to the Lease, and issued to the Lessor a tax bill or other notice of levy wherein the Real Estate Taxes for the full Tax Year are based upon such Full Assessment. At no time prior to the issuance of such a bill or notice shall the Property be deemed Fully Assessed.

Property. "Property" has the same definition as provided in Section 2.01 of this Lease. It is the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas, wareyards, loading docks, aprons, loading ramps) to which the Government is granted rights.

Real Estate Taxes. Those taxes levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a state or local Government on an ad valorem basis to raise general revenue for funding the provision of government services. "Real Estate Taxes" excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments.

Taxing Authority. The state, commonwealth, territory, county, city, parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.

Tax Year. The 12-month period adopted by a Taxing Authority as its fiscal year for assessing Real Estate Taxes on an annual basis.

Tax Abatement. An authorized reduction in the Lessor's liability for Real Estate Taxes below that determined by applying the generally applicable real estate tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property.

Unadjusted Real Estate Taxes. The full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Lessor's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest, or penalties.

Real Estate Tax Base. The Unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the Tax Base Year. Alternatively, the Real Estate Tax Base may be an amount negotiated by the parties that reflects an agreed upon base for a Fully Assessed value of the Property.

Percentage of Occupancy. That portion of the Property exclusively occupied or used by the Government pursuant to the Lease. For Buildings, the Percentage of Occupancy is determined by calculating the ratio of the RSF occupied by the Government pursuant to the Lease to the total RSF in the Building or Buildings so occupied, and shall not take into account the Government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). This percentage shall be subject to adjustment to take into account increases or decreases for Space leased by the Government or for rentable space on the Property.

C. Adjustment for changes in Real Estate Taxes. After the Property is Fully Assessed, the Government shall pay its share of any increases and shall receive its share of any decreases in the Real Estate Taxes for the Property, such share of increases or decreases to be referred to herein as "tax adjustment." The amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base, less the portion of such difference not paid due to a Tax Abatement (except if a Tax Abatement comes into effect after the date of award of the Lease). If a Tax Abatement comes into effect after the date of award of the Lease, the amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government shall pay the tax adjustment in a single annual lump sum payment to the Lessor. In the event that this tax adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment.

If the Property contains more than one separately assessed parcel, then more than one tax adjustment shall be determined based upon the Percentage of Occupancy, Real Estate Tax Base, and Real Estate Taxes for each respective parcel.

After commencement of the Lease term, the Lessor shall provide to the LCO copies of all real estate tax bills for the Property, all documentation of Tax Abatements, credits, or refunds, if any, and all notices which may affect the assessed valuation of the Property, for the Tax Year prior to the commencement of the Lease Term, and all such documentation for every year following. Lessor acknowledges that the LCO shall rely on the completeness and accuracy of these submissions in order to establish the Real Estate Tax Base and to determine tax adjustments. The LCO may memorialize the establishment of the Real Estate Tax Base by issuing a unilateral administrative lease amendment indicating the base year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy.

The Real Estate Tax Base is subject to adjustment when increases or decreases to Real Estate Taxes in any Tax Year are attributable to (a) improvements or renovations to the Property not required by this Lease, or (b) changes in net operating income for the Property not derived from this Lease. If either condition results in a change to the Real Estate Taxes, the LCO may re-establish the Real Estate Tax Base as the Unadjusted Real Estate Taxes for the Tax Year the Property is reassessed under such condition, less the amount by which the Unadjusted Real Estate Taxes for the Tax Year prior to reassessment exceeds the prior Real Estate Tax Base.

If this Lease includes any options to renew the term of the Lease, or be otherwise extended, the Real Estate Tax Base for determining tax adjustments during the renewal term or extension shall be the last Real Estate Tax Base established during the base term of the Lease.

If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this Paragraph. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during the term of the Lease. Lessor shall annually provide to the LCO all relevant tax records for determining whether a tax adjustment is due, irrespective of whether it seeks an adjustment in any Tax Year.

If the Lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the real estate tax increase due because of this section for the Tax Year will be prorated based on the number of days that the Lease and the rent were in effect. Any credit due the Government after the expiration or earlier termination of the Lease shall be made by a lump sum payment to the Government or as a rental credit to any succeeding Lease, as determined in the LCO's sole discretion. Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment or credit by the Taxing Authority to Lessor or Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 611), that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.

In order to obtain a tax adjustment, the Lessor shall furnish the LCO with copies of all paid tax receipts, or other similar evidence of payment acceptable to the LCO, and a proper invoice (as described in GSA Form 3517, General Clauses, 552.270-31, Prompt Payment) for the requested tax adjustment, including the calculation thereof. All such documents must be received by the LCO within 60 calendar days after the last date the real estate tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL CONSTITUTE A WAIVER OF THE LESSOR'S RIGHT TO RECEIVE A TAX ADJUSTMENT PURSUANT TO THIS PARAGRAPH FOR THE TAX YEAR AFFECTED.

D. Tax Appeals. If the Government occupies more than 50 percent of the Building by virtue of this and any other Government Lease(s), the Government may, upon reasonable notice, direct the Lessor to initiate a tax appeal, or the Government may elect to contest the assessed valuation on its own behalf or jointly on behalf of Government and the Lessor. If the Government elects to contest the assessed valuation on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate fully with this effort, including, without limitation, furnishing to the Government information necessary to contest the assessed valuation in accordance with the filing requirements of the Taxing Authority, executing documents, providing documentary and testimonial evidence, and verifying the accuracy and completeness of records. If the Lessor initiates an appeal at the direction of the Government, the Government shall have the right to approve the selection of counsel who shall represent the Lessor with regard to such appeal, which approval shall not be unreasonably withheld, conditioned or delayed, and the Lessor shall be entitled to a credit in the amount of its reasonable expenses in pursuing the appeal.

## **2.08 ADJUSTMENT FOR VACANT PREMISES (OCT 2017)**

A. If the Government fails to occupy any portion of the leased Premises or vacates the Premises in whole or in part prior to expiration of the term of the Lease, the rental rate and the base for operating cost adjustments will be reduced using the figure specified in the "Rate for Adjustment for Vacant Leased Premises" paragraph of this Lease.

B. If no rate reduction has been established in this Lease, the rate will be reduced by that portion of the costs per ABOA SF of operating expenses not required to maintain the Space.

C. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant Premises or the Lease expires or is terminated.

## **2.09 OPERATING COSTS ADJUSTMENT (JUN 2012)**

A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay, if the particular service is provided by lessor, annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.

A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay, if the particular service is provided by lessor, annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, and certain administrative expenses attributable to occupancy.

B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.

C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

## 2.10 ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012)

A. If the Lessor is a HUBZone small business concern (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the LCO (or representative designated by the LCO) that the Lessor was an eligible HUBZone SBC on the date of award. If it is determined within 20 days after award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims or damages of any nature whatsoever.

B. Within 10 days after Lease award, the Lessor shall provide to the LCO (or representative designated by the LCO) evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.
2. The names of at least two proposed construction contractors, as well as evidence of the contractors' experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
3. The license or certification to practice in the state where the Building is located from the individual(s) and/or firm(s) providing architectural and engineering design services.

C. The Government shall have the right to withhold approval of design intent drawings (DIDs) until the conditions specified in sub-paragraphs A and B have been satisfied.

D. Within ten (10) calendar days after the LCO issues the Notice To Proceed (NTP) for TI construction, the Lessor shall provide to the LCO evidence of:

1. Award of a construction contract for TIs with a firm completion date. This date must be in accordance with the construction schedule for TIs as described in the "Schedule for Completion of Space" paragraph of this Lease.
2. Issuance of required permits for construction of the TIs.

## 2.11 ~~RELOCATION ASSISTANCE ACT (APR 2014)~~ INTENTIONALLY DELETED

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## SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

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### 3.01 LABOR STANDARDS (OCT 2016)

If the Lessor proposes to satisfy the requirements of this Lease through the construction of a new Building or the complete rehabilitation or reconstruction of an existing Building, and the Government will be the sole or predominant tenant such that any other use of the Building will be functionally or quantitatively incidental to the Government's use and occupancy, the following FAR clauses shall apply to all work (including shell and TIs) performed prior to the Government's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the LCO. Full text versions are also available at [HTTPS://WWW.ACQUISITION.GOV/?Q=BROWSEFAR](https://www.acquisition.gov/?Q=BROWSEFAR).

- 52.222-4 Contract Work Hours and Safety Standards Act—Overtime Compensation
- 52.222-6 Construction Wage Rate Requirements
- 52.222-7 Withholding of Funds
- 52.222-8 Payrolls and Basic Records
- 52.222-9 Apprentices and Trainees
- 52.222-10 Compliance with Copeland Act Requirements
- 52.222-11 Subcontracts (Labor Standards)
- 52.222-12 Contract Termination-Debarment

- 52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations
- 52.222-14 Disputes Concerning Labor Standards
- 52.222-15 Certification of Eligibility
- 52.222-5 Construction Wage Rate Requirements - Secondary Site of the Work

### 3.02 WORK PERFORMANCE (JUN 2012)

All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the LCO. The LCO may reject the Lessor's workers 1) if such are unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other government or private contracts.

### 3.03 ENVIRONMENTALLY PREFERABLE PRODUCTS REQUIREMENTS) (OCT 2017)

- A. The Lessor must provide environmentally preferable products as detailed throughout individual subsections of this Lease.
- B. When individual subsections of this Lease do not contain specific requirements for environmentally preferable products, the Lessor must provide products meeting at least one of the environmentally preferable criteria outlined under the Green Procurement Compilation at [WWW.SFTOOL.GOV/GREENPROCUREMENT](http://WWW.SFTOOL.GOV/GREENPROCUREMENT) to determine whether any of these criteria are applicable for a product category.
  - 1.
- C. The Lessor, if unable to comply with the environmentally preferable products requirements above, must submit a waiver request for each material to the LCO within the TI pricing submittal. The waiver request shall be based on the following exceptions:

- 1. Product cannot be acquired competitively within a reasonable performance schedule.
- 2. Product cannot be acquired that meets reasonable performance requirements.
- 3. Product cannot be acquired at a reasonable price.
- 4. An exception is provided by statute.

The price shall be deemed unreasonable when the total life cycle costs are significantly higher for the sustainable product versus the non-sustainable product. Life cycle costs are determined by combining the initial costs of a product with any additional costs or revenues generated from that product during its entire life.

### 3.04 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012)

- A. Items and materials existing in the Premises, or to be removed from the Premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in re-furnished condition and shall meet the quality standards set forth by the Government in this Lease. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.
- B. The Lessor shall submit a reuse plan to the LCO. The Government will not pay for existing fixtures and other TIs accepted in place. However, the Government will reimburse the Lessor, as part of the TIA, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the LCO.

### 3.05 CONSTRUCTION WASTE MANAGEMENT (OCT 2017)

- A. Recycling construction waste is mandatory for initial space alterations for TIs and subsequent alterations under the Lease.
- B. SUBMITTAL REQUIREMENT: Refer to the Green Lease Submittals paragraph of the Lease.
- C. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility: Ceiling grid and tile, light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs, duct work and HVAC equipment, wiring and electrical equipment, aluminum and/or steel doors and frames, hardware, drywall, steel studs, carpet, carpet backing, and carpet padding, wood, insulation, cardboard packaging, pallets, windows and glazing materials, all miscellaneous metals (as in steel support frames for filing equipment), and all other finish and construction materials.
- D. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCBs) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with Federal and state laws and requirements concerning hazardous waste.
- E. In addition to providing "one time" removal and recycling of large scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.
- F. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the LCO. Records shall include materials recycled or land-filled, quantity, date, and identification of hazardous wastes.

### 3.06 WOOD PRODUCTS (OCT 2016)

- A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States ([HTTPS://US.FSC.ORG/EN-US](https://us.fsc.org/en-us)), or the Sustainable Forestry Initiative ([HTTP://WWW.SFIPROGRAM.ORG/](http://www.sfipprogram.org/)).

B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at [HTTP://WWW.WOOD-DATABASE.COM/WOOD-ARTICLES/RESTRICTED-AND-ENDANGERED-WOOD-SPECIES/](http://www.wood-database.com/wood-articles/restricted-and-endangered-wood-species/) or <https://www.fws.gov/international/plants/current-cites-listings-of-tree-species.html>.

C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

D. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

### **3.07 ADHESIVES AND SEALANTS (OCT 2017)**

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall meet at least one of the environmentally preferable criteria as outlined under the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://sftool.gov/greenprocurement), as well as the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

### **3.08 BUILDING SHELL REQUIREMENTS (WAREHOUSE) (OCT 2016)**

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as TIs, Building Specific Amortized Capital, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational with an adequate number of fixtures for men and women to meet current local codes based on building occupancy and use. All newly installed Building shell components, including but not limited to, heating and ventilation, electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted buildings where the corridor is common to more than one tenant. In single tenant buildings, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

C. The Building Shell rental rate shall also include, but is not limited to, costs included listed under Section II of GSA Form 1217, Lessor's Annual Cost Statement, including insurance, taxes, lease commission and management, in addition to profit, reserve costs and loan financing for the Building.

### **3.09 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)**

A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.

B. THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE. The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed base building and TI construction. Such review and approval is intended to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.

C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this Lease.

D. Design and construction and performance information is contained throughout several of the documents which comprise this Lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all information required whether it is found in this Lease, special requirements and attachments, price lists, or design intent drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

### **3.10 QUALITY AND APPEARANCE OF BUILDING (WAREHOUSE) (MAY 2014)**

The Building in which the leased Space is located shall be designed, built, and maintained in good condition, suitable for Lessee's use at all times, and in accordance with the requirements of this Lease.

### **3.11 VESTIBULES (APR 2011)**

A. Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.



B. The Lessor shall provide permanent entryway systems (such as grilles or grates) to control dirt and particulates from entering the Building at all primary exterior entryways.

### **3.12 MEANS OF EGRESS (WAREHOUSE) (MAY 2015)**

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

### **3.13 AUTOMATIC FIRE SPRINKLER SYSTEM (WAREHOUSE) (MAY 2014)**

A. Any portion of the space located below-grade, including parking garage areas, and all areas in a building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system.

B. The entire warehouse building shall be protected throughout by an automatic fire sprinkler system(s) when the offered space exceeds 10,000 rentable square feet in area.

C. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

D. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

### **3.14 FIRE ALARM SYSTEM (WAREHOUSE) (MAY 2014)**

A. A Building-wide fire alarm system shall be installed when the offered Space exceeds 40,000 square feet of RSF.

B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code that was in effect on the actual date of installation.

C. Fire alarm systems shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).

D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

### **3.15 ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016)**

#### **A. Energy-related Requirements:**

1. The Energy Independence and Security Act (EISA) establishes the following requirements for Government leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").

2. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:

a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding lease); or

b. (i) Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding lease); and

(ii) Obtain and publicly disclose the Building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—

I. That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and

II. For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).

- III. That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

Note: "public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates, and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure mandate, Lessor shall either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.

3. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

4. The Lessor is encouraged to purchase at least 50 percent of the Government tenant's electricity from renewable sources.

**B. Hydrology-related Requirements:**

1. Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the Property with regard to the temperature, rate, volume, and duration of flow. If the Lessor proposes to satisfy the Government's space requirements through a development or redevelopment project, and the Government will be the sole or predominant tenant such that any other use of the Property will be functionally or quantitatively incidental to the Government's use, the Lessor is required to implement hydrology maintenance and restoration requirements as required by EISA Section 438.

a. For the purposes of applying EISA Section 438 in this Lease, "sponsor" shall mean "Lessor", and "exceeds 5,000 square feet" shall mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's requirements, or at the Property for whatever reason. Information regarding implementation of the hydrology maintenance and restoration requirements can be found at: <http://www.epa.gov/greeningepa/technical-guidance-implementing-stormwater-runoff-requirements-federal-projects>

b. Lessor is required to implement these hydrology maintenance and restoration requirements to the maximum extent technically feasible, prior to acceptance of the Space, (or not later than one year after the Lease Award Date or Lease Term Commencement Date, whichever is later, of a succeeding or superseding lease). Additionally, this Lease requires EISA Section 438 storm water compliance not later than one year from the date of any applicable disturbance (as defined in EISA Section 438) of more than 5,000 square feet of ground area if such disturbance occurs during the term of the Lease if the Government is Government is the sole or predominant tenant. In the event the Lessor is required to comply with EISA Section 438, Lessor shall furnish the Government, prior to the filing for permits for the associated work, with a certification from Lessor's engineer that the design meets the hydrology maintenance and restoration requirements of EISA Section 438.

**3.16 ~~ELEVATORS (WAREHOUSE) (MAY 2014)~~ INTENTIONALLY DELETED**

**3.17 ~~FLAGPOLE (SEP 2013)~~ INTENTIONALLY DELETED**

**3.18 ~~DEMOLITION (JUN 2012)~~**

The Lessor shall remove existing abandoned electric, telephone, and data cabling and devices, as well as any other improvements or fixtures in place to accommodate the Government's requirements. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

**3.19 ~~ACCESSIBILITY (FEB 2007)~~**

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

**3.20 ~~EXTERIOR AND COMMON AREA DOORS AND HARDWARE (WAREHOUSE) (MAY 2014)~~**

A. Exterior Building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to TIs.

B. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, (1) hollow steel construction, (2) solid core wood, or (3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility for the disabled, and energy codes and/or requirements. Fire door assemblies shall be listed and labeled. Labels on fire door assemblies shall be maintained in a legible condition. Fire door assemblies and their accompanying hardware, including frames and closing devices shall be installed in accordance with the requirements of NFPA 80, Standard for Fire Doors and Other Opening Protectives. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the International Building Code (IBC) as of the Award Date of this Lease.

C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All doors shall have automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry. The Lessor is encouraged to avoid the use of chrome-plated hardware.

D. There shall be unrestricted access to a minimum of two remote exits on each floor of the Government's occupancy.

E. Loading docks shall have a roll-up coiling type door with lock.

### **3.21 DOORS: IDENTIFICATION (APR 2011)**

All signage required in common areas unrelated to tenant identification shall be provided and installed by the Lessor.

### **3.22 WINDOWS (APR 2011)**

A. Office Space shall have windows in each exterior bay unless waived by the LCO.

B. All windows shall be weather tight. Operable windows that open shall be equipped with locks. Off-street, ground-level windows and those accessible from adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device.

### **3.23 PARTITIONS: GENERAL (APR 2015)**

Partitions in public areas shall be marble, granite, hardwood, or drywall covered with durable wall covering or high performance coating, or equivalent pre-approved by the LCO. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

### **3.24 PARTITIONS: PERMANENT (APR 2015)**

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the Lease Award Date. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

### **3.25 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2013)**

A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.

B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.

C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.

D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.

E. All insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.

F. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the Lease Award Date) adopted by the jurisdiction in which the Building is located.

### **3.26 WALL FINISHES—SHELL (JUN 2012)**

A. Prior to occupancy, all restrooms within the building common areas of government-occupied floors shall have 1) ceramic tile, recycled glass tile, or comparable wainscot from the finished floor to a minimum height of 4'-6" and 2) semigloss paint on remaining wall areas, or other finish approved by the government.

B. All elevator areas that access the Space and hallways accessing the Space shall be covered with wall coverings not less than 20 ounces per square yard, high performance paint, or an equivalent.

### **3.27 PAINTING—SHELL (OCT 2017)**

A. The Lessor shall bear the expense for all painting associated with the Building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted with a primer that meets or is equivalent to the Green Seal GS-11 standard. If any Building shell areas are already painted prior to TIs, the Lessor shall repaint, at the Lessor's expense, as necessary during TIs.

B. The costs for cyclical painting requirements as outlined in Section 6 shall be included in the shell rent.

### **3.28 FLOORS AND FLOOR LOAD—SHELL (WAREHOUSE) (APR 2015)**

A. All adjoining floor areas shall be of a common level, and meet ASTM Standard E1155, with a minimum levelness of **Ff35** and **FL25**. Warehouse areas shall have a minimum live load capacity of **250** pounds per square foot. The Government may require Lessor to provide written certification of the floor load capacity, at no cost to the Government, by a registered Professional Engineer. The Government may also require calculations and structural drawings at no cost to the Government, by a registered Professional Engineer.

B. Warehouse floor surfacing shall have the appropriate surface performance for the operations being performed as outlined in the following table and as verified with in situ testing. The appropriate surface performance shall be maintained throughout the life of the lease term. Periodic in situ testing shall be performed at a frequency appropriate for the expected useful life of the floor attribute required to be maintained:

	DUTY	APPLICATION	PERFORMANCE
d. Class 3	light abrasion— rubber tire and foot traffic	Light-duty	Dust free finish

- b. Floor Hardeners, or coatings shall be utilized to achieve the wear performance for the appropriate duty class required in the above table. Coatings, such as polyurethanes membranes are only acceptable for class 3. Should hardeners be required then nano-lithium silicates or other environmentally friendly practices must be employed.
- c. In situ abrasion resistance required of class 2 or 3 shall be determined in accordance with BS EN 13892-4: 2002
- d. Vapor barrier installed under slab.
- e. Epoxy sealant applied on concrete slab.

C. For new lease construction projects, concrete material must have recycled content in the form of at least 25% fly ash or at least 15% ground granulated blast-furnace (GGBF) slag.

### 3.29 FLOOR COVERING AND PERIMETERS—SHELL (WAREHOUSE) (MAY 2014)

A. Exposed interior floors in primary entrances and lobbies shall be marble, granite, or terrazzo. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, or terrazzo. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, or carpet base.

B. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all restroom and service areas of Government-occupied floors.

C. Any alternate flooring must be pre-approved by the LCO

D. INTENTIONALLY DELETED

### 3.30 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in the office Space.

### 3.31 BUILDING SYSTEMS (APR 2011)

Whenever requested, the Lessor shall furnish to GSA as part of shell rent, a report by a registered professional engineer(s) showing that the Building and its systems as designed and constructed will satisfy the requirements of this Lease.

### 3.32 ELECTRICAL—SHELL (WAREHOUSE) (MAY 2014)

A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. The electrical panel supplying electrical service to the warehouse Space shall be located in an enclosed room. The enclosed room should only contain electrical infrastructure and not used for any other purpose. The enclosure must be located within the warehouse Space to be leased and not serve other non-leased facilities. The enclosure shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. The electrical distribution panels enclosed in the electrical room shall include both 277/480 volt 3-phase and 120/208 volt 3 phase. A minimum of **150** amps at 240/120 volts per **4,000** rentable square feet of leased Space inclusive of lighting circuits (but assuming no air conditioning mechanical load) shall be provided to circuit breaker panel boxes in the Space. All switchgear, fuses, and circuit breakers shall be plainly marked or labeled to identify circuits and/or equipment supplied through them. All office Space shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available. In no event shall such power distribution (not including lighting and HVAC) for the office Space fall below 4 watts per ABOA SF of Office area. Lessor must provide one watt per ABOA SF for electrical power distribution for warehouse areas.

B. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs and 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

**3.33 ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)**

If the government pays separately for electricity, no more than 500 sf of office space may be controlled by one switch or automatic light control for all office space on the government meter, whether through a building automation system, time clock, occupant sensor, or other comparable system acceptable to the LCO.

**3.34 PLUMBING (JUN 2012)**

The Lessor shall include the cost of plumbing in common areas. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for TIs, shall be included in the shell rent.

**3.35 DRINKING FOUNTAINS (WAREHOUSE) (OCT 2018 )**

Lessor shall provide at least one chilled water fountain for the Premises. If more than one fountain is required by local building codes based on general warehouse use of the premises, they also shall be provided by Lessor as part of the shell rental. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard. Potable is defined as water meeting current EPA primary drinking water standards or more stringent, applicable state or local regulations. The Lessor shall serve as first responder to any occupant complaints about drinking water. The Lessor shall promptly investigate any such complaints and implement the necessary controls to address the complaints and maintain potable water conditions.

**3.36 RESTROOMS (WAREHOUSE) (OCT 2016)**

A. For Warehouse Area, Lessor shall provide at its cost, restroom facilities which are handicap accessible, with an adequate number of fixtures for men and women to meet current local codes based on general warehousing use.

B. For Office Area within the Warehouse Building, if this Lease is satisfied by new construction or major alterations, Lessor shall provide water closets, sinks and urinals on each floor that is partially or fully occupied by the government per the following schedule. The schedule is per floor and based on a density of one person for each 135 ABOA SF, allocated as 50% women and 50% men. If major alterations to the restrooms occur during the term of this Lease, the number of fixtures then must meet the schedule as part of the major alterations.

ESTIMATED NUMBER OF EACH GENDER PER FLOOR			(WOMEN'S) WATER CLOSETS	(WOMEN'S) SINKS	(MEN'S) WATER CLOSETS	(MEN'S) URINALS	(MEN'S) SINKS
1	to	8	2	1	1	1	1
9	to	24	3	2	2	1	1
25	to	36	3	2	2	1	2
37	to	56	5	3	3	2	2
57	to	75	6	4	4	2	2
76	to	96	6	5	4	2	3
97	to	119	7	5	5	2	3
120	to	134	9	5	6	3	4
Above 135			3/40	1/24	1/20	1/40	1/30

C. If no new construction or major renovation of a restroom is occurring, compliance with local code is sufficient. Separate restroom facilities for men and women shall be provided in accordance with local code or ordinances, on each floor occupied by the Government in the Building. The facilities shall be located so that employees will not be required to travel more than 200 feet on one floor to reach the restrooms. Each restroom shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

D. Each main restroom shall contain the following:

1. A mirror and shelf above the lavatory.
2. A toilet paper dispenser in each water closet stall that will hold at least two rolls and allow easy, unrestricted dispensing.
3. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories.
4. At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories.
5. A coin-operated sanitary napkin dispenser in women's restrooms with a waste receptacle in each water closet stall.
6. A disposable toilet seat cover dispenser.
7. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.
8. A floor drain.
9. For new installations and major renovations, restroom partitions shall be made from recovered materials as listed in EPA's CPG.
10. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour. The exhaust fan systems shall be provided with a 24/7 seven day clock to allow programming.

**3.37 PLUMBING FIXTURES: WATER CONSERVATION (OCT 2016)**

The specifications listed under sub-paragraphs A through C apply for:

1. New installations of plumbing fixtures,
2. Replacement of existing plumbing fixtures, or
3. Existing non-conforming fixtures where the Government occupies the full floor.

- A. Water closets must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized.
- B. Urinals must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized. Waterless urinals are acceptable.
- C. Faucets must conform to EPA WaterSense or fixtures with equivalent flow rates must be utilized.

Information on EPA WaterSense fixtures can be found at [HTTPS://WWW3.EPA.GOV/WATERSENSE/](https://www3.epa.gov/watersense/).

### 3.38 JANITOR CLOSETS (JUN 2012)

- A. Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors. Each janitor closet door shall be fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch.
- B. When not addressed by local code, Lessor shall provide containment drains plumbed for appropriate disposal of liquid wastes in spaces where water and chemical concentrate mixing occurs for maintenance purposes. Disposal is not permitted in restrooms.

### 3.39 HEATING AND VENTILATION—SHELL (WAREHOUSE) (OCT 2016)

A. Warehouse areas: Temperature control for all warehouse areas shall be provided by ceiling mounted heating equipment capable of maintaining a minimum temperature of 55 degrees Fahrenheit (with all doors closed) throughout the warehouse area during the heating season regardless of the outside temperature. Unit heaters shall be controlled by individual thermostats mounted in the area of the unit heaters, or controlled from a central master time clock of the 7-day type with a separate manual override switch (12 hours) or other automatic means to permit setback of temperature at night and on weekends. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative. Central air rotation units will be acceptable if loading dock areas are equipped with unit heaters for direct heating over doors. In the warehouse area, unit heaters shall be mounted tight to the ceiling for maximum headroom. Lessor shall provide ventilation/air circulation in accordance with [the latest version of ASHRAE 62.1].

B. Office Areas: Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. The Lessor shall provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ABOA SF and systems shall be designed with sufficient systems capacity to meet all requirements in this Lease.

C. Museum Quality Storage Area: Temperature in the museum-quality storage area shall be a setpoint of 64 - 68 degrees Fahrenheit, and maintained within an operating range of 64 - 68 degrees Fahrenheit 24-hours per day, 365 days per year. Humidity control in the museum-quality storage area shall be at a setpoint of 50% relative humidity and maintained within an operating range of 45% - 55% relative humidity. Notwithstanding the Exhibit D - Agency Specific Requirements [aka Criteria For Space For The Museum Resource Center - National Park Service - National Capital Region], any conflicting wording between the Lease and its Exhibits, the more restrictive wording shall apply, in particular to the leased Premises' temperature and relative humidity.

D. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

E. Equipment Performance. Temperature control for office Spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain Space temperature control over a range of internal load fluctuations of plus 0.5 W/SF to minus 1.5 W/SF from initial design requirements of the tenant.

F. Ductwork Re-use and Cleaning. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.

G. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of the American National Standards Institute, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ANSI/ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality.

H. Heating and air-conditioning air distribution systems (air handling units, VAV boxes, fan coil units, etc.) for the Space shall be equipped with particulate matter air filters that meet the Minimum Efficiency Reporting Value (MERV) specified in the current edition of ANSI/ASHRAE Standard 62.1. Locations that do not meet the EPA National Ambient Air Quality Standards (NAAQS) for particulates (PM 10 or PM 2.5) must be equipped with additional filtration on outdoor air intakes as required in ANSI/ASHRAE Standard 62.1. NAAQS information can be found at [HTTPS://WWW.EPA.GOV/GREEN-BOOK](https://www.epa.gov/green-book).

- I. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.
- J. Where the Lessor proposes that the Government shall pay utilities, the following shall apply:
1. An automatic air or water economizer cycle shall be provided to all air handling equipment, and

2. The Building shall have a fully functional building automation system capable of control, regulation, and monitoring of all environmental conditioning equipment. The building automation system shall be fully supported by a service and maintenance contract.

K. Warehouse and Office areas: HVAC systems must conform to the locally approved building code.

### 3.40 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)

A. Sufficient space shall be provided on the floor(s) where the Government occupies Space for the purposes of terminating telecommunications service into the Building. The Building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switch rooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch. The telephone closets shall include a telephone backboard.

B. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:

1. TIA/EIA-568, Commercial Building Telecommunications Cabling Standard,
2. TIA/EIA 569, Commercial Building Standard for Telecommunications Pathways and Spaces,
3. TIA/EIA-570, Residential and Light Commercial Telecommunications Wiring Standard, and
4. TIA/EIA-607, Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.

C. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, National Electrical Code, and other applicable NFPA standards and/or local code requirements.

### 3.41 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)

A. The Government may elect to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the Space. The Government may contract with one or more parties to have INS wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications provider's access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required. Access from the antennas to the Premises shall be provided.

D. The Lessor shall allow the Government's designated telecommunications providers to affix antennas and transmission devices throughout the Space and in appropriate common areas frequented by the Government's employees to allow the use of cellular telephones and communications devices necessary to conduct business.

### 3.42 LIGHTING: INTERIOR AND PARKING—SHELL (WAREHOUSE) (OCT 2016)

#### Warehouse/Storage Space & Overall:

A. Lessor shall provide a minimum lighting level of 10 foot-candles, as measured 30 inches above the floor, in aisles and open storage areas in the warehouse Space with the storage racks full. Lessor shall provide a minimum lighting level in the shipping and receiving areas of 30 foot-candles, when measured 30 inches above the floor. Lessor must provide lighting that is equivalent to the energy efficiency requirements in any office areas. Lessor shall provide, as part of Shell Rent, 10 average foot-candles in all non-office areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided as part of Shell Rent in accordance with the local applicable building codes (but not less than 1 foot-candle) by either an onsite emergency generator or fixture mounted battery packs.

B. Occupancy Sensors: The Lessor shall provide ceiling mount occupancy sensors (over aisles and open areas), or scheduling controls through a building automation system (BAS) throughout the storage portion of the Space in order to reduce the hours that the lights are on when a particular area is unoccupied. No more than 1,000 square feet shall be controlled by any one sensor. Occupancy sensors in enclosed rooms shall continue to operate after any BAS has shut down the building at the end of the workday.

#### Building Perimeter:

1. Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels, (especially at loading dock doors), shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas and at least 1 foot-candle at the surface throughout the parking lot. Parking lot fixtures shall provide a maximum to minimum uniformity ratio of 15:1 and a maximum to average uniformity ratio of 4:1. Sodium vapor lighting fixtures are prohibited.
2. If the leased space is 100 percent occupied by Government tenants, all exterior parking lot fixtures shall be "Dark Sky" compliant with no property line trespass. See [HTTP://DARKSKYSOCIETY.ORG/HANDOUTS/LIGHTINGPLANGUIDELINES.PDF](http://DARKSKYSOCIETY.ORG/HANDOUTS/LIGHTINGPLANGUIDELINES.PDF).

D. Parking Structures: The minimum illuminance level for parking structures is 1 foot-candle as measured on the floor with a uniformity ratio of 10:1. Sodium vapor lighting fixtures are prohibited.

E. Parking Sensors: If the leased space is 100 percent occupied by Government tenants, exterior parking area and parking structure lighting shall be sensor or BAS controlled in order that it may be programmed to produce reduced lighting levels during non use. This non-use time period will normally be from 11:00 pm to 6:00 am.

F. Exterior Power Backup: Exterior egress, walkway, parking lot, and parking structure lighting must have emergency power backup to provide for safe evacuation of the Building.

### 3.43 ACOUSTICAL REQUIREMENTS (JUN 2012)

A. Reverberation Control. Private office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.65 in accordance with ASTM C-423. Open office using suspended acoustical ceilings shall have a NRC of not less than 0.75. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage shall have a NRC of not less than 0.85.

B. Ambient Noise Control. Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.

C. Noise Isolation. Rooms separated from adjacent spaces by ceiling high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:

Conference rooms: NIC 40

Offices: NIC 35

D. Testing. The LCO may require, at Lessor's expense, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

### 3.44 ENERGY EFFICIENCY AND CONSERVATION FOR NEW CONSTRUCTION (SEP 2010)

A. All new construction shall achieve an Energy Star Label within 18 months after occupancy by the Government.

B. To earn the Energy Star Label, a Building owner or representative must follow the instructions on the Energy Star Web site at <http://www.energystar.eslabel>.

C. The Lessor is encouraged to purchase at least 50 percent of the Government tenant's electricity from renewable sources.

### 3.45 ~~SECURITY FOR NEW CONSTRUCTION (NOV 2005)~~ INTENTIONALLY DELETED

### 3.46 ~~SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2012)~~ INTENTIONALLY DELETED

### 3.47 ~~FIRE PROTECTION FOR NEW CONSTRUCTION (WAREHOUSE) (MAY 2015)~~ INTENTIONALLY DELETED

### 3.48 INDOOR AIR QUALITY DURING CONSTRUCTION (OCT 2017)

A. The Lessor shall provide to the Government safety data sheets (SDS) or other appropriate documents upon request, but prior to installation or use for the following products, including but not limited to, adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.

B. The LCO may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.

C. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOCs) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.

D. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

E. HVAC during Construction: If air handlers are used during construction, the Lessor shall provide filtration media with a MERV of 8 at each return air grill, as determined by the latest edition of ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:

1. A complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
2. No permanent diffusers are used;
3. No plenum type return air system is employed;
4. The HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
5. Following the Building "flush out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.

F. Flush-Out Procedure:



1. HVAC flush-out shall commence after construction ends and the Building has been completely cleaned. All interior finishes, such as millwork, doors, paint, carpet, acoustic tiles, and movable furnishings (e.g., workstations, partitions), must be installed, and major VOC punch list items must be finished.
2. Prior to occupancy, Lessor shall install new filtration media and perform a building flush-out by supplying a total air volume of 14,000 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%.
3. If the LCO determines that occupancy is required before flush-out can be completed, the Space may be occupied only after delivery of a minimum of 3,500 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%. Once the Space is occupied, it must be ventilated at a minimum rate of 0.30 cubic foot per minute (cfm) per square foot of outdoor air or greater. During each day of the flush-out period, ventilation must begin at least three hours before occupancy and continue during occupancy. These conditions must be maintained until a total of 14,000 cubic feet per square foot of outdoor air (4 270 liters of outdoor air per square meter) has been delivered to the space.

### 3.49 SYSTEMS COMMISSIONING (APR 2011)

The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. The commissioning shall cover only work associated with TIs or alterations or at a minimum: heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems.

### 3.50 LOADING DOCKS—SHELL (WAREHOUSE) (MAY 2014)

- A. Lessor shall provide a minimum of **two** loading docks with hydraulic levelers, plus one drive-in door with overhead clearance of at least fifteen feet for the exclusive use of the Government.
- B. Lessor shall equip each dock with two molded rubber bumpers (at least 6 inches by 12 inches by 14 inches) and heavy-duty bump blocks (the dock must be fully protected with edge guards and dock bumpers). Lessor shall equip each dock with exterior dock seals to prevent the exchange of air from indoors to outdoors and vice versa when the trailer docked for loading or unloading. The entire loading dock bay shall be enclosed unless otherwise specified by Lessee. Lessor shall provide a means to reduce the infiltration of outside debris into the building at the entrances and exits at loading docks and service entrances.
- C. Dock-high doors shall be a minimum of 8' wide by 10' high and shall be approximately 48" above finished exterior grade unless otherwise specified in the Agency Special Requirements. Doors shall be insulated (R8 or better) with 2" angled, metal track and manual push-up. Door shall be spring loaded to assist opening and to safe return to the closed position. Weather-tight seals shall be provided around all 4 sides of the doors.
- D. Drive-in doors shall be a minimum of 12' wide by 15' high unless otherwise specified in the Agency Special Requirements. The slope of the ramp shall not exceed 8.3% or by local code, whichever is more stringent. Doors shall be insulated (R8 or better) with 2" angled, metal track with chain hoist for opening and closing. Weather-tight seals shall be provided around all 4 sides of the doors.
- E. Lessor shall equip each dock with **hydraulic levelers**. If exterior to the building, the entire loading dock bay shall be enclosed unless otherwise specified by Lessee. Any open loading docks must be covered at least 1,200 mm (4 feet) beyond the edge of the loading dock platform over the loading berth. Lessor shall provide a means to reduce the infiltration of outside debris into the building at the entrances and exits at loading docks and service entrances.
- F. Lessor shall provide sufficient ventilation to remove carbon monoxide even when doors and windows are shut. Ventilation air intakes must be at least 25 feet away from loading docks, garage entries, and similar carbon monoxide contamination points. Docks shall be separated by at least 50 feet in any direction from utility rooms, utility mains, and service entrances, including electrical, telephone/data, fire detection/alarm systems, fire suppression water mains, cooling and heating mains, etc. All regular and emergency fuel storage locations shall be located away from loading docks.
- G. All dock wells shall be level throughout. Each dock shall have a **roll-up, coiling type industrial steel warehouse** door with lock. The loading dock area shall be nearly flat with a 1:50 slope for drainage. The minimum headroom in the loading berth and apron space is 4,600 mm (15 feet). When a steeper slope is required in the apron area, the headroom must increase with a gradient allowance to permit trucks to traverse the grade change. If the approach to the loading dock is ramped, the design must permit easy snow removal.
- H. Lessor shall equip each loading dock with adjustable lights capable of illuminating the truck or van interior. Each dock shall have either a trailer lock or wheel chocks chained to the platforms. Where specified by Government on Exhibit A (Floor Plans), the Lessor shall provide a ramp from the loading dock down to the vehicle parking area to facilitate deliveries from small trucks and vans. This ramp must have a maximum 8.3% slope. Public and loading dock access must not be from the same point of access (at least one personnel door shall be provided in addition to overhead doors).
- I. All docks shall provide shelter to people and materials in inclement weather. Operating controls for individual dock doors, dock levelers and lights shall be located on the interior wall adjacent to each dock door.
- J. Service dock access may be from an alley, from a below grade ramp, or from a site circulation drive. Lessor shall provide sufficient space for a tractor with a 52 foot trailer truck to maneuver and service the facility, and also to screen the service drive as much as possible. At a minimum, Lessor shall provide a truck turning radius suitable for a tractor with a 52 foot trailer for all loading docks. The service drive must always be separated from access to the parking area. One-way design for service traffic is preferred in order to avoid the need for large turning areas. The service area of the facility must not interfere with public access roadways.

K. Lessor shall provide at least one off-street berth for loading and unloading. Loading berths must be located adjacent to the loading dock areas. Unless otherwise specified by local zoning regulations, a single berth must be a minimum of 4,600 mm (15 feet) wide and sized for the longest vehicle servicing the building as determined by Lessee. Additional loading berths do not need to be wider than 3,600 mm (12 feet) if they are contiguous with another loading berth. Lessor shall provide an apron space in front of the loading berth for vehicle maneuvering equal to the length of the berth plus 600 mm (2 feet). The apron must be relatively flat and have positive drainage with a minimum slope of 2%. The minimum headroom in the loading berth and apron space is 4,600 mm (15 feet). If programming forces a steeper slope in the apron area, the headroom should increase with a gradient allowance to allow trucks to traverse the grade change.

L. Loading dock areas must be separated and visually screened (wherever practical) from the main public building entrance(s). Lessor shall provide an internal staging area adjacent to the loading dock. The staging area must not interfere with emergency egress from the building. Loading docks must have a direct route to freight elevators (if any) and be sized to accommodate the transport of supplies, equipment replacement parts, and building goods. If provided for, a dock manager's room must have visual control of the entire dock area as well as the building entrance and exit. Service circulation must be separated from public areas such as lobbies, corridors, and elevators. Loading dock stairs must be on the driver's left when backing into the dock. The grade of the apron must slope away from the loading dock and shall not exceed an 8.3% slope.

M. INTENTIONALLY DELTED

### **3.51 EMERGENCY POWER TO CRITICAL SYSTEMS (WAREHOUSE) (MAY 2014)**

Emergency power backup is required for all alarm systems, CCTV monitoring devices, fire alarm systems, entry control devices, lighting, etc., and special equipment, as identified elsewhere within this Lease. Costs for emergency power to critical systems that are security requirements should be allocated to the BSAC cost component.

### **3.52 MECHANICAL AREAS AND BUILDING ROOFS (WAREHOUSE) (MAY 2014)**

Roof access shall meet the applicable egress requirements in the National Fire Protection Association (NFPA) 101, Life Safety Code or IBC (current as of the Award Date of this Lease).

### **3.53 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS – LEASE (SEP 2014)**

A. Environmental Due Diligence

Lessor is responsible for performing all necessary "response" actions (as that term is defined at 42 U.S.C. § 9601(25) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)) with regard to all "recognized environmental conditions," as that term is defined in ASTM Standard E1527-13, as such standard may be revised from time to time. This obligation extends to any contamination of the Property where such contamination is not attributable to the Government. Lessor must provide the Government with a summary report demonstrating completion of all required response actions prior to Substantial Completion. Any remediation performed by or on behalf of Lessor must be undertaken in strict compliance with all applicable federal, state and local laws and regulations.

B. National Environmental Policy Act

The National Environmental Policy Act regulations provide for analyzing proposed major federal actions to determine if there are ways to mitigate the impact of the proposed actions to avoid, minimize, rectify, reduce, or compensate for environmental impacts associated with such actions. Where the Government has determined that any or all of these mitigation measures should be or must be adopted to lessen the impact of these proposed actions, Lessor must incorporate all mitigation measures identified and adopted by the Government in the design and construction drawings and specifications. All costs and expenses for development of design alternatives, mitigation measures and review submittals for work to be performed under the Lease are the sole responsibility of Lessor.

### **3.54 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS – LEASE (SEP 2014) INTENTIONALLY DELETED**

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## **SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES**

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### **4.01 SCHEDULE FOR COMPLETION OF SPACE (WAREHOUSE) (OCT 2017)**

Design and construction activities for the Space shall commence upon Lease award. The Lessor shall schedule the following activities to achieve timely completion of the work required by this Lease:

A. DIDs. For the purposes of this Lease, DIDs are defined as layout line drawings of the leased Space, reflecting all Lease requirements, showing partitions and doors; schematic demolition; voice, data, and electrical outlet locations; finishes; generic furniture layout, and any additional details necessary to communicate the design intent to the lessor's architect for the purpose of preparing the construction documents (CDs). A full DID set must include the following elements:

1. Cover Sheet ;
2. Demolition Plan (if applicable);
3. Construction (Partition) Plan;
4. Power/Communication (Electrical) Plan;
5. Furniture Plan;
6. Finish Plan;
6. Racking System Plan; and
7. The exits and fire department access doors in place or any proposed exits, aisles, and fire department access doors..

B. Lessor-Provided DIDs: The Lessor must submit to GSA, as part of the shell cost, complete DIDs conforming to the requirements of this Lease and other Government-supplied information related to the tenant agency's interior build-out requirements not later than **15 Working Days** following the Lease Award Date, provided that the Government supplies such information and direction as reasonably required for Lessor to timely complete DIDs. The Government (GSA and the tenant agency) shall attend two meetings at the Lessor's request for the purpose of providing information and direction in the development of DIDs. The Lessor should anticipate at least two submissions of DIDs before receiving approval. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal based on the TIs and associated work as shown on the DIDs. This budget proposal shall be completed, as part of the shell cost, within **10 Working Days** of the Government's request.

C. Government review and approval of Lessor-provided DIDs: The Government must notify the Lessor of DID approval not later than **25 Working Days** following submission of DIDs conforming to the requirements of this Lease as supplied by the Government. Should the DIDs not conform to these requirements, the Government must notify the Lessor of such non-conformances within the same period; however, the Lessor shall be responsible for any delay to approval of DIDs occasioned by such non-conformance. The Government's review and approval of the DIDs is limited to conformance to the specific requirements of the Lease as they apply to the Space.

D. The Lessor's preparation and submission of construction documents (CDs): The Lessor as part of the TI must complete CDs conforming to the approved DIDs not later than **15 Working Days** following the approval of DIDs. The pricing for this work is included under the A/E fees established under Section 1 of the Lease. If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify GSA, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within **10 Working Days** of such notice, but the Government shall not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this paragraph, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies).

E. Government review of CDs: The Government shall have **25 Working Days** to review CDs before Lessor proceeds to prepare a TI price proposal for the work described in the CDs. At any time during this period of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.

F. The Lessor's preparation and submission of the TI price proposal: The Lessor shall prepare and submit a complete TI price proposal in accordance with this Lease within **15 Working Days** following the end of the Government CD review period.

G. The Lessor's preparation and submission of the BSAC price proposal: The Lessor shall prepare and submit a complete BSAC price proposal in accordance with this Lease within **10 Working Days** following the end of the Government CD review period.

H. Negotiation of TI price proposal and issuance of notice to proceed (NTP): The Government shall issue NTP within **15 Working Days** following the submission of the TI price proposal, provided that the TI price proposal conforms to the requirements of the paragraph titled "Tenant Improvements Price Proposal" and the parties negotiate a fair and reasonable price for TIs.

I. Negotiation of TI and BSAC price proposals and issuance of notice to proceed (NTP): The Government shall issue NTP within **10 Working Days** following the submission of the TI and BSAC price proposals, provided that both the TI and BSAC price proposals conform to the requirements of the paragraphs titled "Tenant Improvements Price Proposal" and "Building Specific Amortized Capital Price Proposal" and the parties negotiate a fair and reasonable price for TIs.

J. Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than **70 Working Days** following issuance of NTP.

#### 4.02 CONSTRUCTION DOCUMENTS (SEP 2012)

The Lessor's CDs shall include all mechanical, electrical, plumbing, fire protection, life safety, lighting, structural, security, and architectural improvements scheduled for inclusion into the Space. CDs shall be annotated with all applicable specifications. CDs shall also clearly identify TIs already in place and the work to be done by the Lessor or others. Notwithstanding the Government's review of the CDs, the Lessor is solely responsible and liable for their technical accuracy and compliance with all applicable Lease requirements.

#### 4.03 TENANT IMPROVEMENTS PRICE PROPOSAL (SEP 2013)

The Lessor's TI price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals (as described in the "Tenant Improvements Pricing Requirements" paragraph) obtained from entities not affiliated with the Lessor. Any work shown on the CDs that is required to be included in the Building shell rent or already priced as BSAC shall be clearly identified and excluded from the TI price proposal. After negotiation and acceptance of the TI price, GSA shall issue a NTP to the Lessor.

#### 4.04 BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL (SEP 2012)

The Lessor's BSAC price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals. The pricing requirements described in the "Tenant Improvements Pricing Requirements" paragraph shall apply to BSAC pricing, except that pricing shall be submitted using the Security Unit Price List (SecUP).

#### 4.05 TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013)

A. Under the provisions of FAR Subpart 15.4, the Lessor shall submit a TI price proposal with information that is adequate for the Government to evaluate the reasonableness of the price or determining cost realism for the TIs within the time frame specified in this section. The TI price proposal shall use the fee rates specified in the "Tenant Improvement Fee Schedule" paragraph of this Lease. The Lessor shall exclude from the TI price proposal all costs for fixtures and/or other TIs already in place, provided the Government has accepted same. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place. The Lessor must provide certified cost or pricing data for TI proposals exceeding the threshold in FAR ~~15.403-4~~, to establish a fair and reasonable price. For TI proposals that do not exceed the threshold in FAR 15-403-4, the Lessor shall submit adequate documentation to support the reasonableness of the price proposal as determined by the LCO.

B. The TIs scope of work includes the Lease, the DIDs, the CDs, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the LCO for resolution. All differences will be resolved by the LCO in accordance with the terms and conditions of the Lease.

C. In lieu of requiring the submission of detailed cost or pricing data as described above, the Government (in accordance with FAR 15.403) is willing to negotiate a price based upon the results of a competitive proposal process. A minimum of two qualified General Contractors (GCs) shall be invited by the Lessor to participate in the competitive proposal process. Each participant shall compete independently in the process. In the absence of sufficient competition from the GCs, a minimum of two qualified subcontractors from each trade of the Tenant Improvement Cost Summary (TICS) Table (described below) shall be invited to participate in the competitive proposal process.

D. Each TI proposal shall be (1) submitted by the proposed General Contractors (or subcontractors) using the TICS Table in CSI MasterFormat; (2) reviewed by the Lessor prior to submission to the Government to ensure compliance with the scope of work (specified above) and the proper allocation of shell and TI costs; and (3) reviewed by the Government. General Contractors shall submit the supporting bids from the major subcontractors along with additional backup to the TICS Table in a format acceptable to the Government. Backup will follow the TICS table MasterFormat cost elements and be to level 5 as described in P-120, Project Estimating Requirements for the Public Buildings Service.

E. Unless specifically designated in this Lease as a TI or BSAC cost, all construction costs shall be deemed to be included in the Shell Rent. Any costs in the GC's proposal for Building shell items shall be clearly identified on the TICS Table separately from the TI costs.

F. The Government reserves the right to determine if bids meet the scope of work, that the price is reasonable, and that the Lessor's proposed contractors are qualified to perform the work. The Government reserves the right to reject all bids at its sole discretion. The Government reserves the right to attend or be represented at all negotiation sessions between the Lessor and potential contractors.

G. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors. The LCO shall issue to the Lessor a NTP with the TIs upon the Government's sole determination that the Lessor's proposal is acceptable. The Lessor shall complete the work within the time frame specified in this section of the Lease.

#### 4.06 GREEN LEASE SUBMITTALS (WAREHOUSE) (OCT 2018)

The Lessor shall submit to the LCO:

A. Product data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased Space. This information must be submitted NO LATER THAN the submission of the DIDs.

B. SDS or other appropriate documents upon request for products listed in the Lease. All SDS shall comply with Occupational Safety and Health Administration (OSHA) requirements for the Globally Harmonized System of Classification and Labeling of Chemicals (GHS). The Lessor and its agents shall comply with all recommended measures in the SDS to protect the health and safety of personnel.

C. Re-use plan required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the Lease.

D. Any waiver needed when not using materials from the Green Procurement Compilation list of acceptable products in accordance with the "Environmentally Preferable Product Requirements" paragraph in the Lease.

E. Radon test results as may be required by the "Radon in Air" and "Radon in Water" paragraphs in the Lease.

F. Construction waste management plan: Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.

G. Building recycling service plan: A Building recycling service plan with floor plans annotating recycling area(s) as part of DIDs to be reflected on the CD submission.

H. A signed statement from the Lessor for the leased Space explaining how all HVAC systems serving the leased Space will achieve the desired ventilation of the Space during the flush-out period called for in the Lease.

- I. A written commissioning plan submitted to the LCO prior to the completion of DIDs that includes:
  - 1. A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the LCO immediately); and
  - 2. A description of how commissioning requirements will be met and confirmed.
- J. If renewable source power is purchased, documentation within 9 months of occupancy.

#### **4.07 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)**

The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within **10** Working Days of issuance of the NTP. Such schedule shall also indicate the dates available for Government contractors to install telephone/data lines or equipment, if needed. Within **5** Working Days of NTP, the Lessor shall initiate a construction meeting. The Lessor will have contractor representatives including its architects, engineers, general contractor and sub-contractor representatives in attendance. The Lessor shall keep meeting minutes of discussion topics and attendance.

#### **4.08 PROGRESS REPORTS (JUN 2012)**

After start of construction, the Lessor shall submit to the LCO written progress reports at intervals of **10** Working Days. Each report shall include information as to the percentage of the work completed by phase and trade; a statement as to expected completion and occupancy dates; changes introduced into the work; and general remarks on such items as material shortages, strikes, weather, etc., that may affect timely completion. In addition, at the Government's discretion, the Lessor shall conduct meetings every two weeks to brief Government personnel and/or contractors regarding the progress of design and construction of the Space. The Lessor shall be responsible for taking and distributing minutes of these meetings.

#### **4.09 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)**

The Government shall have the right to access any space within the Building during construction for the purposes of performing inspections or installing Government furnished equipment. The Government shall coordinate the activity of Government contractors with the Lessor to minimize conflicts with and disruption to other contractors on site. Access shall not be unreasonably denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government on this project.

#### **4.10 CONSTRUCTION INSPECTIONS (APR 2011)**

- A. The LCO or the LCO's designated technical representative may periodically inspect construction work to review compliance with Lease requirements and approved DIDs.
- B. Periodic reviews, witnessing of tests, and inspections by the Government shall not constitute approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the LCO may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain responsible for designing, constructing, operating, and maintaining the Building in full accordance with the requirements of the Lease.

#### **4.11 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (MAY 2015)**

- A. Ten (10) Working Days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of Building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, a Certificate of Occupancy (C of O) has been issued as set forth below, and the Building improvements necessary for acceptance as described in the paragraph "Building Improvements" are completed.
- B. The Space shall be considered substantially complete only if the Space may be used for its intended purpose, and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punch list generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.
- C. The Lessor shall provide a valid C of O, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease.
- D. The Government will not be required to accept space prior to the schedule outlined in this Lease.

#### **4.12 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)**

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA SF in the Space. The rent for the Space will be adjusted based upon the measured ABOA square footage as outlined under the Payment clause of the General Clauses. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Premises, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

#### **4.13 AS-BUILT DRAWINGS (OCT 2017)**

Not later than **20** days after the acceptance of the Space, the Lessor, at Lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG." Clean and purged files shall be submitted in a digital format. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the LCO.

#### **4.14 LIQUIDATED DAMAGES (JUN 2012)**

In case of failure on the part of the Lessor to complete the work within the time fixed in the Lease, the Lessor shall pay the Government as fixed and agreed liquidated damages of one day's rent for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the Space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this Lease or at law. This liquidated sum is not meant as a penalty, but as an approximation of actual damages that would be suffered by the Government because of the Lessor's delay.

#### **4.15 ~~SEISMIC RETROFIT (SEP 2013)~~ INTENTIONALLY DELETED**

#### **4.16 LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013)**

A. The Lessor's project management fee shall cover all of the Lessor's project management costs associated with the delivery of Tenant Improvements, including, but not limited to:

1. Legal fees
2. Travel costs
3. Insurance
4. Home office overhead and other indirect costs
5. Carrying costs, exclusive of the TI amortization rate. Carrying costs are those costs of capital incurred for the delivery of TI, for the period starting from Lessor's outlay of funds, until the Lease Term Commencement Date.
6. Municipal, county, or state fees (not related to sales tax)
7. TI proposal preparation costs
8. Lessor's labor costs related to the management of the TI build-out.

B. At a minimum, the Lessor shall be responsible for performing the following services in order to receive the project management fee:

1. Provide assistance and expertise to the Government project team in the form of coordination, management, and administration of the design and construction process;
2. Monitor performance of the general contractor and other contractors, control schedules, and oversee financial accounts;
3. Conduct and document design and construction project meetings;
4. Perform administrative tasks, including documentation, record keeping (issuing meeting minutes), and payment validation in addition to submittal and change order processing;
5. Maintain Request for Information (RFI), submittal, and change order logs; and
6. Provide technical expertise (e.g. testing, estimating, resolving claims, or responding to inquiries).

## SECTION 5 TENANT IMPROVEMENT COMPONENTS

### 5.01 TENANT IMPROVEMENT REQUIREMENTS (OCT 2016)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth in this Lease. For pricing, only those requirements designated within this Section 5, or designated as TIs within the attached agency requirements, shall be deemed to be TI costs.

### 5.02 FINISH SELECTIONS (JUN 2012)

The Lessor must consult with the Government prior to developing a minimum of three (3) finish options to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided must comply with specifications set forth elsewhere in this Lease. All required finish option samples must be provided at no additional cost to the Government within 10 Working Days after initial submission of DIDs. GSA must deliver necessary finish selections to the Lessor within 10 Working Days after receipt of samples. The finish options must be approved by GSA prior to installation. The Lessor may not make any substitutions after the finish option is selected.

### 5.03 WINDOW COVERINGS (WAREHOUSE) (JUN 2012)

A. Window Blinds. All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the TIs. The blinds may be aluminum or plastic vertical blinds, horizontal blinds with aluminum slats of one-inch width or less, solar fabric roller shades, or an equivalent product pre-approved by the Government. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Government.

### 5.04 DOORS: SUITE ENTRY (SEP 2013)

Suite entry doors shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Government. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semigloss oil-based paint finish with no formaldehyde.

### 5.05 DOORS: INTERIOR (SEP 2013)

Doors within the Space shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the LCO. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint with no formaldehyde.

### 5.06 DOORS: HARDWARE (SEP 2013)

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101 or the International Building Code current as of the Lease Award Date.

### 5.07 DOORS: IDENTIFICATION (JUN 2012)

Door identification shall be installed in approved locations adjacent to office entrances as part of the TIs. The form of door identification shall be approved by the Government.

### 5.08 PARTITIONS: SUBDIVIDING (SEP 2015)

A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances and shall be provided as part of the TIs. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the DIDs. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84).

B. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.

C. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.

D. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.

- E. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

#### 5.09 CEILINGS—TI (WAREHOUSE) (OCT 2017)

Government designated office and related areas shall contain a complete acoustical ceiling system (such a ceiling system include grid and lay-in tiles or other Building standard ceiling system as approved by the LCO).

A. Ceilings in office areas shall be at a minimum 8 feet and 6 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling-height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid.

B. Prior to closing the ceiling, Lessor shall coordinate with the Government for the installation of any items above the ceiling.

C. Should the ceiling be installed in the Space prior to construction of the TI, then Lessor shall be responsible for all costs for the disassembly, storage during construction, and subsequent re-assembly of ceiling components which may be required to complete the TI. Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the TI.

D. Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternate equivalent is pre-approved by the LCO:

1. Restrooms. Plastered or spackled and taped gypsum board.
2. Offices and conference rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the LCO. Newly installed tiles or panels shall meet at least one of the environmentally preferable criteria as outlined under the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://SFTOOL.GOV/GREENPROCUREMENT).
3. Corridors and eating/galley areas. Plastered or spackled and taped gypsum board or mineral acoustical tile.

E. INTENTIONALLY DELETED

#### 5.10 WALL FINISHES (JUN 2012)

If the Government chooses to install a wall covering, the minimum standard is vinyl-free, chlorine-free, plasticizer-free wall covering with recycled content or bio-based commercial wall covering weighing not less than 13 ounces per square yard or equivalent. If the Government chooses to install a high-performance paint coating, it shall comply with the VOC limits of the Green Seal Standard GS-11.

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#### 5.11 PAINTING—TI (OCT 2017)

A. Prior to acceptance, all surfaces within the Space which are designated by GSA for painting shall be newly finished in colors acceptable to the Government.

B. The Lessor shall provide interior paints, primers, coatings, stains, and sealers that meet or are equivalent to the Green Seal GS-11 standard that incorporates environmental, health, and performance criteria.

C. The Lessor shall use reprocessed latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible. The type of paint shall be acceptable to the Government.

#### 5.12 FLOOR COVERINGS AND PERIMETERS—TI (WAREHOUSE) (OCT 2017)

A. Flooring meeting the requirements set forth in the specifications below shall be installed in all office areas. Office area floor perimeters at partitions shall have wood, rubber, vinyl base. Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

~~B. The use of existing carpet may be approved by the Government; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement as stated in the specifications below.~~

C. Any alternate flooring shall be pre-approved by the Government.

D. SPECIFICATIONS FOR CARPET TO BE NEWLY INSTALLED OR REPLACED

1. Product sustainability and environmental requirements. Floor covering and perimeter products must meet at least one of the environmentally preferable criteria within the non-federal, multi-attribute standards and ecolabels categories, as outlined under the Green Procurement Compilation at [WWW.SFTOOL.GOV/GREENPROCUREMENT](http://WWW.SFTOOL.GOV/GREENPROCUREMENT).
2. Face fiber content. Face yarn must be 100 percent nylon fiber. Loop Pile shall be 100 percent Bulk Continuous Filament (BCF); cut and loop shall be 100 percent BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet shall be staple or BCF.
3. Performance requirements for broadloom and modular tile:



- a. Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option).
- b. Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria.
- c. Flooring Radiant Panel Test: Meets NFPA 253 Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.
- d. Smoke Density: NBS Smoke Chamber—Less than 450 Flaming Mode when tested under ASTM E-662.

**NOTE:** Testing must be performed in a NVLAP accredited laboratory.

4. Texture Appearance Retention Rating (TARR). Carpet must meet TARR rating of at least 3.0 TARR for moderate traffic areas such as private offices, and heavy traffic areas such as training space, conference rooms, courtrooms, etc., and at least 3.5 TARR for severe traffic areas, including open office space, cafeteria, corridors and lobbies. The carpet must be evaluated using ASTM D-5252 Hexapod Drum Test as per the commercial carpet test procedure and the TARR classification determined using ASTM D-7330.
5. ~~Carpet reclamation. Reclamation of existing carpet to be determined with potential vendor. When carpet is replaced, submit certification documentation from the reclamation facility to the LCO.~~
6. Warranty. Submit a copy of the manufacturer's standard warranty to the LCO within the first 60 days of Government occupancy. The Government is to be a beneficiary of the terms of this warranty.

### 5.13 HEATING AND AIR CONDITIONING—TI (WAREHOUSE) (MAY 2014)

Zone Control. Provide individual thermostat control for office Space with control areas not to exceed 1,500 ABOA SF. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing Space use and modulating HVAC system in response to Space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

### 5.14 ELECTRICAL: DISTRIBUTION—TI (WAREHOUSE) (MAY 2014)

- A. All electrical, telephone, and data outlets within the Space shall be installed by the Lessor in accordance with the DIDs. All electrical outlets shall be installed in accordance with NFPA Standard 70.
- B. All outlets within the Space shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.
- C. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Government.

### 5.15 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)

Telecommunications floor or wall outlets shall be provided as part of the TIs. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

### 5.16 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

Provide sealed conduit to house the agency telecommunications system when required.

### 5.17 DATA DISTRIBUTION (JUN 2012)

The Government shall be responsible for the cost of purchasing and installing data cable. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations in floor ducts, walls, columns, or below access flooring. The Lessor shall provide as part of the TI, outlets with rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent Government-provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop.

### 5.18 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012)

- A. The Lessor shall provide as part of the TIs separate data, telephone, and electric junction boxes for the base feed connections to Government provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated ground circuit with 1 neutral and 1 isolated ground wire. A 20-ampere circuit shall have no more than 8 general purpose receptacles or 4 isolated ground "computer" receptacles.
- B. The Government shall be responsible for the cost of purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall

mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.

C. The Lessor shall furnish and install suitably sized junction boxes near the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.

D. The Lessor's electrical contractor must connect power poles or base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. Other Government contractors will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits. The Lessor must coordinate the application of Certification of Occupancy with furniture installation.

#### **5.19 LIGHTING: INTERIOR AND PARKING—TI (WAREHOUSE) (MAY 2014)**

##### WAREHOUSE AREAS:

A. **FIXTURES:** Once the design intent drawings are approved, the Lessor shall design and provide interior lighting to comply with requirements under the paragraph, "Lighting: Interior and Parking—Shell." Any additional lighting fixtures and/or components required beyond what would have been provided for an open warehouse 10 foot candle plan plus shipping & receiving areas of 30 foot candles (Shell) are part of the TIs.

B. Lighting for the warehouse, shipping, and receiving portions of the Space is detailed in Section 3 and is part of Shell.

C. **BUILDING PERIMETER:** There may be additional requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and Building perimeter in the Security Requirements attached to this Lease. Such additional lighting required to meet Security Requirements shall be BSAC.

##### OFFICE AREAS:

**NOTE:** FOR PRICING ESTIMATING PURPOSES, FIXTURES IN OFFICE AREAS WILL BE INSTALLED AT THE AVERAGE RATIO OF 1 FIXTURE PER 80 ABOA SF.

A. **FIXTURES:** High efficiency T-8, T-5, or LED light fixtures (and associated ballasts or drivers) shall be installed as either ceiling grid or pendant mounted for an open-office plan. Ceiling grid fixtures shall be either 2' wide by 4' long or 2' wide by 2' long. Lessor shall provide a minimum overall lighting fixture efficiency of 85 percent. Lamps shall maintain a uniform color level throughout the lease term.

B. **LIGHTING LEVELS:** Fixtures shall have a minimum of two tubes and shall provide 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1.

##### C. **POWER DENSITY:**

Existing Buildings: The maximum fixture power density shall not exceed 1.4 watts per ABOA SF.

New Construction: The maximum fixture power density shall not exceed 1.1 watts per ABOA SF.

D. **DAYLIGHTING CONTROLS:** If the office portion of the Space is more than 10,000 ABOA SF, the Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows and skylights where daylight can contribute to energy savings. Daylight harvesting sensing and controls shall be either integral to the fixtures or ceiling mounted and shall maintain required lighting levels in office work areas.

E. **OCCUPANCY/VACANCY SENSORS:** The Lessor shall provide ceiling mount occupancy sensors, or vacancy sensors (preferred), or scheduling controls through a building automation system (BAS) throughout the office portion of the Space in order to reduce the hours that the lights are on when a particular space is unoccupied. Occupancy sensors only shall be installed in the non-office areas of the Space as part of Shell Rent. No more than 1,000 square feet shall be controlled by any one sensor. Occupancy sensors in enclosed rooms shall continue to operate after any BAS has shut down the building at the end of the workday.

#### **5.20 ~~LOADING DOCKS—TI (WAREHOUSE) (MAY 2014)~~ INTENTIONALLY DELETED**

#### **5.21 AUTOMATIC FIRE SPRINKLER SYSTEM – TI (OCT 2016)**

Where sprinklers are required in the Space, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided as part of Shell rent. Any additional sprinkler fixtures and/or components required in the Space beyond what would have been provided for an open office plan (shell) are part of the TIs.

## SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

### 6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (WAREHOUSE) (MAY 2014)

A. The Government's normal hours of operations are established as **7:00 AM to 6:00 PM**, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Janitorial services shall be performed during normal hours.

B. The Lessor and the Lessor's representatives, employees and contractors shall demonstrate a cooperative, positive, welcoming, respectful, professional and business-like demeanor and shall present a neat, clean, job-appropriate (professional) appearance.

### 6.02 UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (AUG 2011)

A. If any utilities are excluded from the rental consideration, the Lessor shall obtain a statement from a registered professional engineer stating that all HVAC, plumbing, and other energy intensive Building systems can operate under the control conditions stated in the Lease. The statement shall also identify all Building systems which do not conform to the system performance values, including the "recommended" or "suggested" values of ANSI/ASHRAE Standard 90.1, Energy Efficient Design of New Buildings except Low Rise Residential Buildings, or more restrictive state or local codes.

B. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub meters are not acceptable. The Lessor shall furnish in writing to the Government, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements.

C. The Building operating plan shall be in effect as of the Lease Term Commencement Date and shall include a schedule of startup and shutdown times for operation of each Building system, such as lighting, HVAC, and plumbing.

### 6.03 UTILITY CONSUMPTION REPORTING (OCT 2016)

Upon the effective date of the Lease, only for leases over 10,000 RSF, the Lessor shall provide regular quarterly reports for the amount of utilities (including water) consumed at the Building broken down by utility type per month for the duration of the Lease. Lessors shall report this utility consumption data within 45 calendar days of the end of each calendar quarter in the Environmental Protection Agency (EPA) Portfolio Manager online tool [HTTPS://WWW.ENERGYSTAR.GOV/](https://www.energystar.gov/). Data reported includes, but is not limited to, the number of actual units consumed, by utility type per month, and associated start and end date(s) for that consumption.

(Refer to the following link for reporting guidance: [www.gsa.gov/ucr](http://www.gsa.gov/ucr))

### 6.04 HEATING AND AIR CONDITIONING (WAREHOUSE) (OCT 2018)

A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity. Notwithstanding anything contained herein to the contrary, where there are provisions in conflict with the Agency's Special Requirements, the strictest shall apply.

B. In all office areas, during non working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.

C. In all office areas, thermal comfort. During all working hours, comply with the latest edition of ASHRAE Standard 55, Thermal Comfort Conditions for Human Occupancy.

D. Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of warehouse or garage areas shall be maintained at a minimum of 50° Fahrenheit.

E. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

F. Normal HVAC systems' maintenance shall not disrupt tenant operations.

G. Approximately **30,000** ABOA SF of the Space is designated as an archival, museum-quality storage area and shall be conditioned at all times (24 hrs a day, 365 days a year) as part of the rental consideration [this is a net-electric Lease]. The temperature of this room or area shall be at a setpoint of 64-68 degrees Fahrenheit and maintained at between 64 and 68 degrees Fahrenheit. Notwithstanding the Exhibit D - Agency Specific Requirements [aka Criteria For Space For The Museum Resource Center - National Park Service - National Capital Region], any conflicting wording between the Lease and its Exhibits, the more restrictive wording shall apply, in particular to the leased Premises' temperature and relative humidity. Notwithstanding the

Exhibit D - Agency Specific Requirements [aka Criteria For Space For The Museum Resource Center - National Park Service - National Capital Region], humidity control in the museum-quality storage area shall be at a setpoint of 50% humidity and maintained within an operating range of 45%-55% relative humidity, regardless of outside temperature or seasonal change.

H. INTENTIONALLY DELETED

I. The 24 hour, 365 days a year HVAC service(s) stated above shall be provided by the Lessor as part of the operating rent established under the Lease.

#### 6.05 OVERTIME HVAC USAGE ~~(OCT 2018)~~ INTENTIONALLY DELETED

#### 6.06 JANITORIAL SERVICES (WAREHOUSE) (MAY 2014)

The Lessor shall maintain the office area and common area of the Premises in a clean condition and shall provide supplies and equipment for these areas for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

A. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures, and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space.

B. Three times a week. Sweep or vacuum stairs.

C. Weekly. Damp mop and spray buff all resilient floors in restrooms and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).

D. Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office Space.

E. Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage Space. Spot clean all wall surfaces within 70 inches of the floor.

F. Every two months. Damp wipe restroom wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.

G. Three times a year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

H. Twice a year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in restrooms. Strip and refinish main corridors and other heavy traffic areas.

I. Annually. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the Building more than 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.

J. Every two years. Shampoo carpets in all offices and other non-public areas.

K. Every five years. Dry clean or wash (as appropriate) all draperies.

L. As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.

M. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

N. Cleaning and Disinfecting requirements. The Lessor shall routinely wipe down all solid, high contact surfaces in common and high traffic areas using soap and water, followed by a disinfectant from the EPA-registered list of products. Cleaning staff shall use products in accordance with directions provided by the manufacturer, including the use of personal protective equipment (PPE), if applicable. Disinfection application and products should be chosen so as to not damage interior finishes or furnishings.

"Routinely," for purposes of this section, is defined as no less than once daily. More frequent cleaning and disinfection may be required based on level of use.

Examples of common and high traffic areas include, but are not limited to, handrails, door knobs, key card scan pads, light switches, countertops, table tops, water faucets and handles, elevator buttons, sinks, toilets and control handles, restroom stall handles, toilet paper and other paper dispensers, door handles and push plates, water cooler and drinking fountain controls. Disinfected surfaces should be allowed to air dry.

**6.07 SELECTION OF CLEANING PRODUCTS (OCT 2016)**

The Lessor shall use cleaning products (including general purpose cleaners, floor cleaners, hand soap, etc.) that comply with either the Green Seal standard, the UL/EcoLogo standard, EPA's Safer Choice designation, or a substitute acceptable to the LCO. Hand soap products shall also be USDA Certified BioPreferred.

**6.08 SELECTION OF PAPER PRODUCTS (APR 2015)**

The Lessor shall select paper and paper products (e.g., restroom tissue and paper towels) conforming to the Green Seal Standard (GS-1), or a substitute acceptable to the LCO.

**6.09 SNOW REMOVAL (WAREHOUSE) (MAY 2014)**

Lessor shall provide snow removal services for the Government on all days for which this Lease has designated normal hours. Lessor shall clear parking lots if the accumulation of snow exceeds two inches. Lessor shall clear sidewalks, walkways, loading docks, dock ramps, and entrances before accumulation exceeds 1.5 inches. The snow removal shall take place no later than 5:00 AM, without exception. Should accumulation continue throughout the day, the Lessor shall provide such additional snow removal services to prevent accumulation greater than the maximums specified in this paragraph. In addition to snow removal, the Lessor shall keep sidewalks, walkways, loading docks, dock ramps, and entrances free of ice during the normal hours. The Lessor shall remove excess buildup of sand and/or ice melt to minimize slipping hazards. If the Building entrance(s) has a northern exposure, then Lessor shall take additional measures to protect the safety of pedestrians.

**6.10 MAINTENANCE AND TESTING OF SYSTEMS—WAREHOUSE (MAY 2014)**

A. The Lessor is responsible for the total maintenance, repair and replacement of the leased Premises, the Building, and the Property. Such maintenance, repairs and replacements include the site and private access roads, and all necessary repairs and replacements to the loading docks, ramps, levelers and all other associated equipment and features. All equipment and systems shall be maintained, repaired, and replaced to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations or testing inspection, testing, and maintenance of fire protection systems, such as fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

**6.11 MAINTENANCE OF PROVIDED FINISHES (WAREHOUSE) (OCT 2016)**

A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

1. Lessor shall repaint common areas at least every three years.
2. Lessor shall perform cyclical repainting of the Space every 7 years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.
3. If the warehouse portion of the Space was painted originally, Lessor shall perform cyclical repainting of the warehouse portion at the same cycle as the office and related space. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.

B. Carpet and flooring.

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:
  - a. Backing or underlayment is exposed;
  - b. There are noticeable variations in surface color or texture;
  - c. It has curls, upturned edges, or other noticeable variations in texture;
  - d. Tiles are loose; or,
  - e. Tears or tripping hazards are present.
2. Notwithstanding the foregoing, as part of the rental consideration, the Lessor shall replace all carpet and base coving in the Space every 7 years, with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.
3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after the normal hours established elsewhere in this Lease.

4. Except when damaged by the Government, Lessor shall reseal flooring in warehouse areas whenever there are noticeable variations in surface color or texture.

#### **6.12 ASBESTOS ABATEMENT (APR 2011)**

If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

#### **6.13 ONSITE LESSOR MANAGEMENT (APR 2011)**

The Lessor shall provide an onsite Building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

#### **6.14 IDENTITY VERIFICATION OF PERSONNEL (OCT 2016)**

A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with the agency personal identity verification procedures below that implement [Homeland Security Presidential Directive-12](#) (HSPD-12), Office of Management and Budget (OMB) guidance [M-05-24](#) and [M-11-11](#), and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended. These policies require the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased space. By definition, this includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.

B. Application Process: The background investigation will be done using the Government's prescribed process. The Lessor must provide information on each of their contractor/personnel meeting the above criteria to the Government, whereupon each identified contractor/personnel will be notified with instructions for completing the identity verification application within a given time frame. The application process will include completing supplemental information forms that must be inputted into the identity verification system in order for the application to be considered complete. Additionally, the Lessor must ensure prompt completion of the fingerprint process for their contractor/personnel. Email notifications will be sent with instructions on the steps to be taken to schedule an appointment for fingerprinting at an approved regional location along with instructions on how to complete the background investigation application.

C. The Lessor must ensure the Lease Contracting Officer (or the Lease Contracting Officer's designated representative) has all of the requested documentation timely to ensure the completion of the investigation.

D. Based on the information furnished, the Government will conduct background investigations. The Lease Contracting Officer will advise the Lessor in writing if a person fails the investigation, and, effective immediately, that person will no longer be allowed to work or be assigned to work in the Government's Space.

E. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's Space in accordance with the above criteria. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to have persons re-apply who were cleared through this process while associated with the former contractor or subcontractor in accordance with GSA policy. The Lessor shall require each cleared person to re-apply and obtain a new clearance in accordance with GSA policy.

F. The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by GSA policy.

G. Access Card Retrieval/Return: Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a GSA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to this Lease. Lessors are specifically responsible for ensuring that all GSA PIV access cards are returned to the Lease Contracting Officer or their designee whenever their employees or a contractor no longer require access to the Space (such as When no longer needed for contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the Lease Contracting Officer or their designee whenever a GSA PIV Access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.

H. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased Space throughout the term of the Lease to determine who may have access to the Premises.

I. The Lease Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

J. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

#### **6.15 SCHEDULE OF PERIODIC SERVICES (JUN 2012)**

Within 60 days after occupancy by the Government, the Lessor shall provide the LCO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

#### **6.16 LANDSCAPING (OCT 2016)**

A. Landscape management practices shall prevent pollution by:

1. Employing practices which avoid or minimize the need for fertilizers and pesticides;
2. Prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
3. Composting/recycling all yard waste.

B. The Lessor shall use landscaping products with recycled content as required by EPA's CPG for landscaping products. Refer to EPA's CPG web site, [HTTPS://WWW.EPA.GOV/SMM/COMPREHENSIVE-PROCUREMENT-GUIDELINE-CPG-PROGRAM](https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program).

C. If the Lessor satisfies performance of this Lease by new construction, and where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.

#### **6.17 LANDSCAPE MAINTENANCE (APR 2011)**

Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

#### **6.18 RECYCLING—WAREHOUSE (MAY 2014)**

A. Where state or local law, code, or ordinance requires recycling programs for the Premises, Lessor shall comply with such state and/or local law, code, or ordinance.

B. When implementing any recycling program, the Lessor shall provide an easily accessible, appropriately sized area (2 SF per 1,000 SF of Building gross floor area) that serves the Space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the Lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Space.

C. For Leases greater than 10,000 rentable SF, with a Lease term greater than six months, the Lessor shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, and metals where local markets for recovered materials exist.

#### **6.19 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)**

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

#### **~~6.20 SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (OCT 2017)~~** **INTENTIONALLY DELETED**

#### **6.21 INDOOR AIR QUALITY (OCT 2016)**

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that the GSA indicator levels for asbestos, mold, carbon monoxide (CO), carbon dioxide (CO<sub>2</sub>), and formaldehyde are not exceeded. The indicator levels for office areas shall be: Asbestos 70 s/mm<sup>2</sup>; mold (see paragraph entitled "Mold"); CO 9 ppm; CO<sub>2</sub> 700 ppm above outdoor air; formaldehyde 0.016 ppm.

B. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO.

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling

materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within:

1. The Space;
2. Common Building areas;
3. Ventilation systems and zones serving the Space; and
4. The area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the SDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per SF, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

#### **6.22 RADON IN AIR (OCT 2016)**

If Space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased Space for 2 days to 3 days using charcoal canisters. The Lessor is responsible to provide Space in which radon levels in air are below the GSA action levels of 4 picoCuries per liter (pCi/L) for childcare and 25 pCi/L for all other space. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors shall be completed. For further information on radon, go to: [HTTPS://WWW.EPA.GOV/RADON](https://www.epa.gov/radon).

#### **6.23 RADON IN WATER (JUN 2012)**

A. If the water source is not from a public utility, the Lessor shall demonstrate that water provided to the Premises is in compliance with EPA requirements and shall submit certification to the LCO prior to the Government occupying the Space.

B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action.

#### **6.24 HAZARDOUS MATERIALS (WAREHOUSE) (MAY 2014)**

A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.

B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.

C. All hazardous materials stored in the Space must be kept and maintained according to applicable Federal, State, and local environmental regulations. The Government will notify Lessor of any hazardous materials it will store in the Space.

#### **6.25 MOLD (OCT 2018)**

A. Actionable mold is either visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower. The Lessor shall safely remediate all actionable mold in accordance with sub-paragraph C below.

B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of actionable mold.

C. Within 72 hours following a flood, plumbing leak or heavy rain whereby the Government Space or air zones serving the Space may have become moisture damaged, the Lessor shall immediately repair any leakage sources and remediate the moisture damage. Whenever moisture damage or infiltration persists such that: mold is visible, mold odors are present, or occupants register complaints about mold, the Lessor shall employ a board-certified, industrial hygienist or equivalently qualified consultant to inspect and evaluate the Space and air zones serving the Space for visible and/or actionable mold presence; inspection shall take place no later than 15 calendar days following identification of a potential mold issue as described above. The Lessor shall promptly furnish these inspection results to the Government. After all leaks have been identified and corrected, the Lessor shall safely remediate all visible moldy and/or water damaged materials identified by the consultant using a qualified remediation contractor following the methods identified in "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, September 2008) and all applicable state laws pertaining to mold remediation practices. Remediation shall also remove actionable mold levels. Remediation shall be completed within a time frame acceptable to the Lease Contracting Officer which shall be no later than 90 calendar days following confirmation of the presence of actionable mold.

D. The presence of actionable mold in the Premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this Lease. In addition to the provisions of the Fire and Other Casualty clause of this Lease, should a portion of the Premises be determined by the Government to be un-tenantable due to an act of negligence by the Lessor or his agents, the Lessor shall provide reasonably acceptable alternative Space at the Lessor's expense, including the cost of moving, and any required alterations.

#### **6.26 OCCUPANT EMERGENCY PLANS (SEP 2013)**



The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, must include an annual emergency evacuation drill, emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

**6.27 ~~FLAG DISPLAY (OCT 2016)~~ INTENTIONALLY DELETED**

**6.28 PORTABLE FIRE EXTINGUISHERS (WAREHOUSE) (MAY 2014)**

Lessor shall provide, inspect, and maintain portable fire extinguishers in accordance with NFPA No. 10.

**6.29 TRASH DUMPSTER SERVICE – LESSOR PROVIDED (WAREHOUSE) (OCT 2016)**

Lessor must provide trash dumpster service for the Space on a weekly basis. Lessor must provide an outdoor area for dumpsters, each measuring approximately 6 feet 4 inches high X 6 feet wide X 5 feet 5 inches long, conveniently located to the Government's loading area for the trash dumpsters at no additional charge to the Government. Government accepts existing trash dumpster size and service schedule.

**6.30 ACCESS TO BUILDING INFORMATION (MAY 2014)**

Building Information—including mechanical, electrical, vertical transport, fire protection and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, preferably by the development of an access list and controlled copy numbering. The LCO may direct that the names and locations of Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the Building directory.

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## SECTION 7 ADDITIONAL TERMS AND CONDITIONS

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### 7.01 SECURITY REQUIREMENTS (OCT 2016)

The Lessor agrees to the requirements of Facility Security Level 2 attached to this Lease.

### 7.02 AGENCY SPECIFIC REQUIREMENTS

The Lessor agrees to Agency Specific Requirements attached to this Lease as Exhibit D.

### 7.03 ~~MAINTENANCE OF AGENCY INSTALLED HVAC EQUIPMENT~~ INTENTIONALLY DELETED

### 7.04 MODIFIED LEASE PARAGRAPHS (OCT 2016)

The following paragraphs have been modified in this Lease:

- 1.02 EXPRESS APPURTENANT RIGHTS (WAREHOUSE) (MAY 2014)
- 1.03 TRUCK TURNING RADIUS REQUIREMENTS (WAREHOUSE) (MAY 2014)
- 1.04 CLEAR CEILING HEIGHT REQUIREMENTS (WAREHOUSE) (MAY 2014)
- 1.05 BAY WIDTH, BAY DEPTH, AND COLUMN SPACING REQUIREMENTS (WAREHOUSE) (MAY 2014)
- 1.06 RENT AND OTHER CONSIDERATION (OCT 2017)
- 1.11 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)
- 1.12 TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)
- 1.15 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)
- 3.28 FLOORS AND FLOOR LOAD—SHELL (WAREHOUSE) (APR 2015)
- 3.39 HEATING AND VENTILATION—SHELL (WAREHOUSE) (OCT 2016)
- 3.50 LOADING DOCKS—SHELL (WAREHOUSE) (MAY 2014)
- 5.09 CEILINGS—TI (WAREHOUSE) (OCT 2017)
- 5.12 FLOOR COVERINGS AND PERIMETERS—TI (WAREHOUSE) (OCT 2017)
- 6.04 HEATING AND AIR CONDITIONING (WAREHOUSE) (OCT 2018)
- 6.06 JANITORIAL SERVICES (WAREHOUSE) (MAY 2014)
- 6.29 TRASH DUMPSTER SERVICE – LESSOR PROVIDED (WAREHOUSE) (OCT 2016)

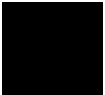
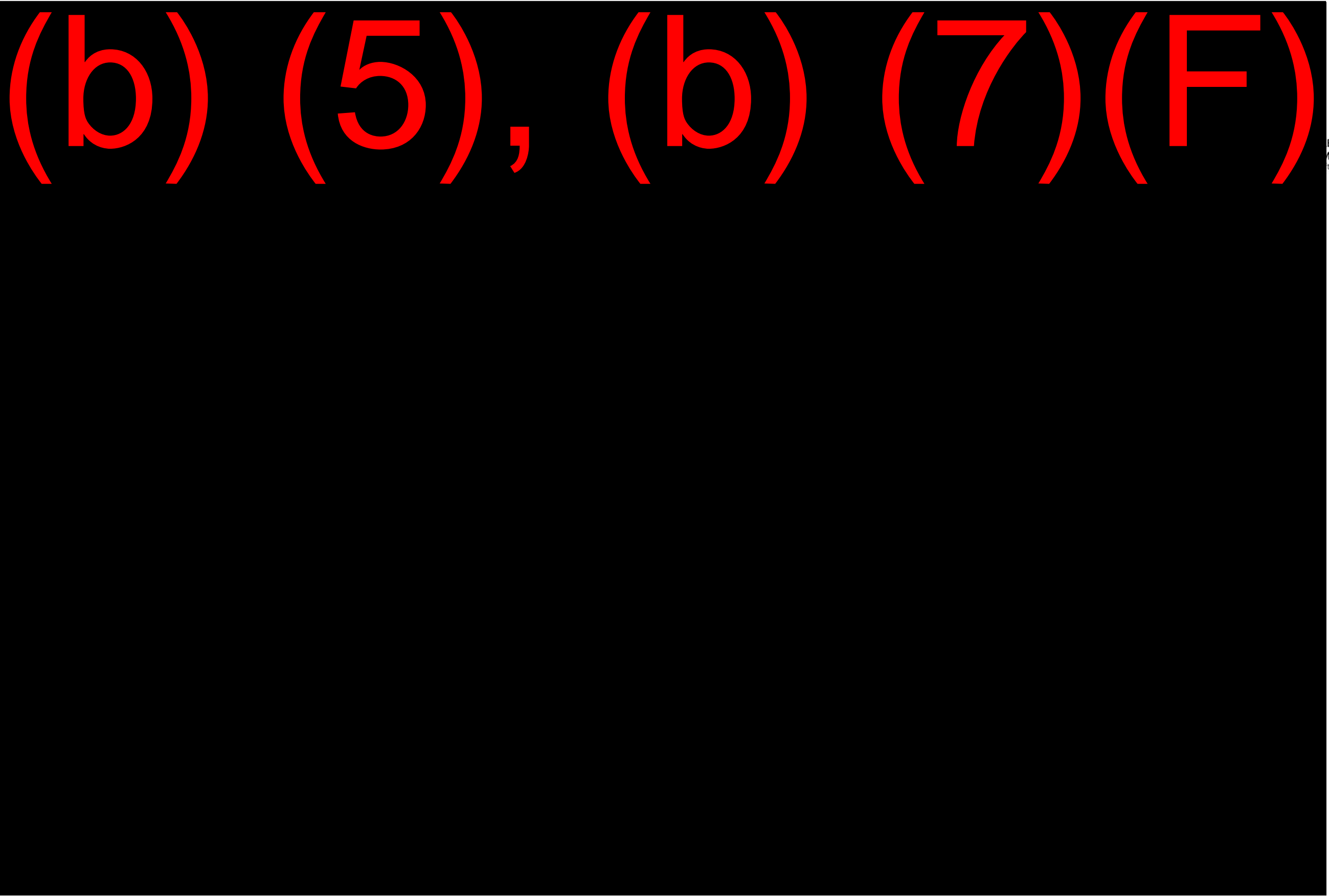
### 7.05 ~~ADDENDUM TO GSA FORM 3517B, GENERAL CLAUSES, NO FEDERALLY ELECTED OFFICIALS TO BENEFIT (OCT 2018)~~ INTENTIONALLY DELETED

### 7.06 ACCEPTANCE OF THE FOLLOWING CONDITIONS

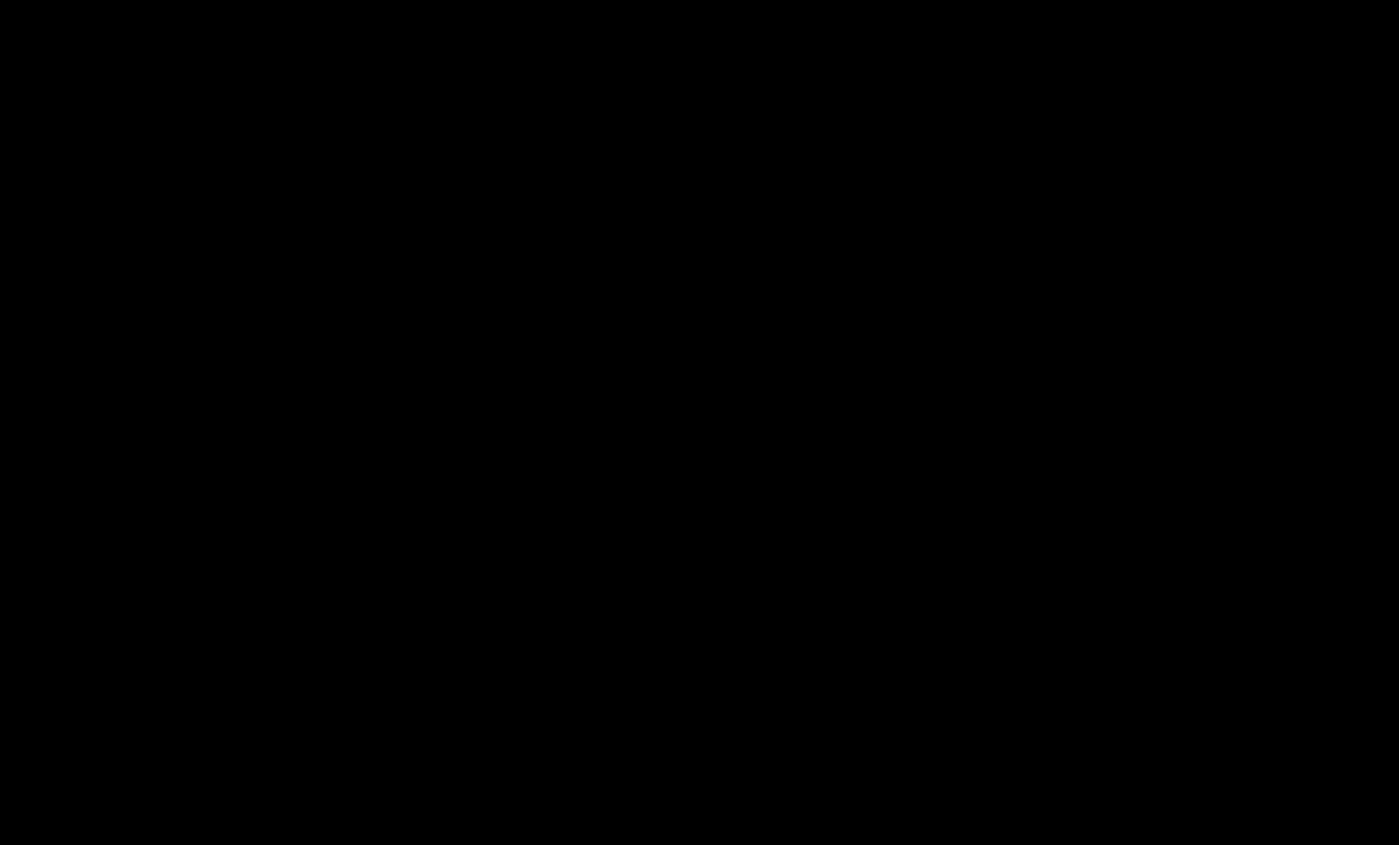
The Government accepts the following conditions, which shall supersede any conflicting stipulations in this Lease:

- a. 14-foot high dock door for drive in bay
- b. Existing dock seals are acceptable
- c. Existing truck court turning radius are acceptable

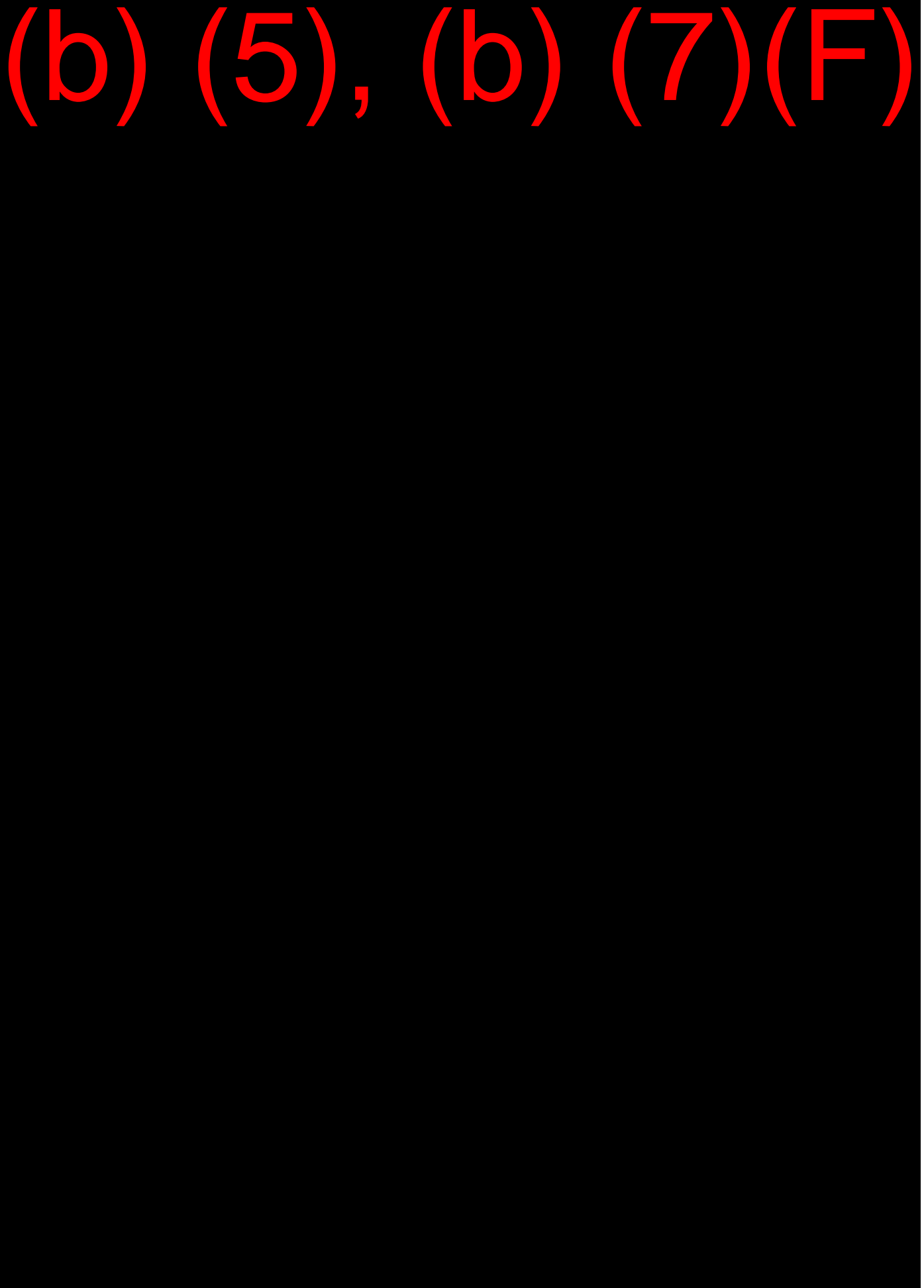
Museum Resource Center  
3300 Hubbard Road  
Landover, MD  
  
Facility Floor Plan



(b) (5), (b) (7)(F)



(b) (5), (b) (7)(F)



HUBBARD ROAD



## CRITERIA FOR SPACE FOR THE MUSEUM RESOURCE CENTER NATIONAL PARK SERVICE – NATIONAL CAPITAL REGION

Adequate planning ensures that an expanded facility succeeds in meeting the needs of the museum collections and achieves the necessary standards to preserve them indefinitely. A museum storage facility must follow very specific criteria or it may fail in reaching the desired goal. This museum storage facility will house highly valued collections, be a center for museum research and a facility for museum educational activities. Most of the museum objects are irreplaceable and form an important part of the nation's cultural heritage. The building used for storage of museum objects cannot function effectively in guarding objects from the ravages of time unless it adheres to the general principles of museum storage standards described below.

The structure must allow for the safe and easy access of visitors and staff, deliveries of equipment, and delivery and removal of collections in large trucks. Emergency services must be available and easily accessible to the building. The building must also be accessible by a good road system that accommodates tractor-trailer trucks. Parking lots surrounding building must be level and in good shape to avoid possible damage to artifacts. There should be at least 25 parking spaces for government, staff and visitor vehicles.

**During construction, repairs, alterations or maintenance of any space within the facility, the safety, security and preservation needs of the collections must be considered primary, and plans made according to those requirements. These needs are paramount to any other concerns other than the safety of employees. In addition, movement of artifacts within and outside the building must be undertaken by a qualified moving company with expertise in a large scale, climate controlled movement of museum collections. References of successful museum moves must be provided. GSA representative in conjunction with the Director of the Museum Resource Center must approve work plans and moving companies.**

### GENERAL REQUIREMENTS

1. Applicable Codes: Buildings housing cultural resources may exceed specific building codes related to fire prevention and suppression, support structures, etc. Building codes provide only minimum standards and are not entirely sufficient for meeting museum standards. National codes are useful for guidance. Examples include the American Insurance Association, National Fire Protection Association, American National Standards Association, National Plumbing Code, and American Water Works Association.

**Facility should be compliant with ABAAS as staff and visitors at the facility have existing disabilities. All alarm systems should also be compliant with ABAAS. Each room in the facility will have strobe lights for both fire and intrusion alarm.**

2. Fireproof Construction: Materials used should be based on GSA fire rating requirements ensuring that all interior finishes include low flame spreading ratings. There must be a minimum 2-hour fire rating for exterior walls, floors, doors, and ceiling.

3. Storage Floors: Floors must carry large weight with a very wide margin of safety. Floors must have vapor barriers to prevent migration of water vapor from ground. Floor must also be sealed with a heavy-duty surface film to prevent concrete dust from infiltrating the air handling systems and to prevent pests such as termites from entering through the floor joints.

4. Wall Construction: Walls must be durable and in good shape to provide an active barrier to wind, solar radiation, heat, noise, fire, pollution, particulate matter, insect, animals and humans. Sealed surfaces are needed throughout the building, even above false ceilings. Concrete mixes should include a "hardener" and the surface of all concrete is sealed. Any plaster or plasterboard is painted with a paint that has low spread rating for fire.

5. Floor Finishes: Carpeting is not acceptable in the facility. Resilient flooring is not used in artifact areas. Factors for selection of floor finishes in administrative areas are wear-resistance and durability, soil resistance, maintenance, resiliency, and flammability.

6. Building Enclosure: The building should be sealed shut, with vestibule entrances. A well sealed, well-insulated building, with positive pressure, protects against mechanical failure of control systems. If repairs are needed to the environmental system, then with outside dampers closed and exhaust fans off, the building environment can remain stable until repairs are made to the control system.

Openings in the building shell are limited to a minimum necessary for access. To limit internally generated dust, walls need sealed surfaces, concrete surfaces must be sealed and any plaster and plasterboard is painted. Administrative areas should have solid ceilings.

In order for the building to support interior humidity at 45-60% (See HVAC requirement) while outside temperatures are freezing, the building must have the following:

(1) substantial insulation- and vapor barriers - museums require a perm rating of 0.08 or less. A vapor retarder of 0.10 mm (4 mil) polyethylene sheet installed by overlapping the joint between sheets across the width of two studs or the equivalent is recommended for museums. For use with insulation, a sheet-type vapor barrier over the insulation immediately beneath the interior cladding helps to counteract condensation.

(2) minimum low-resistance heat paths (for example as occurs at metal and solid masonry columns, near edges of floor and roof slabs, around windows)

(3) avoid cold interior-side surfaces

(4) use double or triple-pane windows with ultra-violet filtering material. Exterior windows should have bomb blast/anti-intrusion film to prevent damage from blasts and break-ins.

(5) climate control (heating, air-conditioning, humidification and dehumidification) should be evenly distributed throughout building and at different height levels to avoid hot and cold spots

(6) vents are needed and should be located at different levels and connected by air spaces within the construction.

(7) reinforcing steel in the structure is epoxy coated.

(8) cracks or unintentional openings in building walls should be eliminated by caulking and patching. The tightness of the inner part of the enclosure must always be much greater than in efficiency than the outer cladding.

(9) Skylights will be painted with reflective silver paint or removed completely to prevent both visible and UV light from entering facility.

(10) Redundant boilers, pumps, and air conditioning units must be utilized for space housing artifacts with 500 gallon back-up generator to ensure units continue to run during power outages.

7. Ceilings: The danger of moisture accumulation in the ceiling is more acute than in exterior walls. Particular types of ceiling tiles will need to be used as directed. A utility run will be used to move cables, wiring, etc. throughout the building.

8. Roofing: Insulation ratings in the ceiling decking should be R-35 to provide maximum thermal resistance. The roof should be of light color. Temperature of the interior decking may not fall below the dew point temperature of the air within the building or condensation will drip from the ceiling. The building must have a roof which does not leak. Roof drains cannot run through the interior portion of the building over the collections or offices. They can run down the inside of the exterior wall. Skylights are not preferred but can be accommodated if they are painted properly.

9. Windows: All windows in the facility must have security glazing. A solid wall with this type window must separate storage area from the main offices.

Museums need double-glaze windows with at least a 13 mm air gap. Triple glazing is better. Double glazed windows in museums require a low "E" (emissivity) coating in order to have a transmittance value low enough to prevent condensation. Frames must have thermal breaks of one-half to one inch material with a thermal conductivity equivalent to that of wood.

Windows must have ultra-violet filters which filter out 95 % of the ultra-violet rays.



10. **Doors:** **Exterior doors** are provided with a key card and redundant six-.pin tumbler dead bolt lock with minimum throw of 25 mm, hinge pins of non-removable design. Exterior doors must also contain Mag Locks. Door locks must be high security types with key reproducible only by special instructions. Two keys will be provided to lessor for use. Tenant will keep key blanks and copy instructions. Doors are metal-skinned or of security glazing, thermally broken, insulated and weather-stripped. Emergency exit doors have hinges on outside and open out and have non-removable pin hinges. All door and door frames, including loading dock doors, must be in excellent condition as the doors have an affect on climate control and security.

Access to building through main entrance will lead into a vestibule where large groups can be greeted and assembled. All exterior doors lead to vestibules providing air locks from the outside. The only exception to this is fire escape doors.

**Interior doors** through which objects move have small viewing panels to prevent accidents. Overhead doors are used in areas where there is large object movement. Interior doors to storage or high-risk areas are key-controlled to create successive perimeters of security within the building. Hardware for all interior doors shall be handicap accessible. Interior doors should be solid core construction with 2 hour fire rating.

**Loading Dock Doors:** Overhead doors are secured with automatic slide bolts on both sides which may be padlocked. Overhead doors are insulated, incorporating thermal breaks between inside and outside. Weather stripping is provided at the head, sill and jambs. Doors should be made of interlocking steel for security purposes.

11. **Pest Management:** Effectiveness of excluding pests is increased by an air-tight building, ceilings and walls, 95% efficiency air filtration, windows non-operable, and exterior doors weather stripped. The most likely way of unwanted insects entering the building is on or with items coming from uncontrolled sources. An air-tight isolation room adjacent to the receiving area is necessary for keeping suspect items longer than the usual time. An additional wet isolation room shall also be necessary for wet materials.

## MECHANICAL, PLUMBING AND ELECTRICAL REQUIREMENTS

**All systems should be zoned to provide maximum control and use of systems. Systems should be able to have concurrent heat and air conditioning available.**

1. **Humidity:** Building should be able to maintain a stable relative humidity (RH) in the 45-60% range with a normal set point of 50% RH. The mechanical control system and duct delivery pattern must be designed to avoid pockets of uncontrolled air. Good quality environmental control sensors and equipment need not do better than plus-or-minus 3% RH year round, with only a 10% drift from summer to winter months.

2. Humidity Generation: Museum collection storage needs strict climate control 24-hours-a-day, 365 days a year. The artifact-quality environmental control system should consist of high accuracy thermostats and humidistats connected to a Direct Digital Control (DDC) computer operated electronic control system. The addition of humidity to the environment is accomplished by ducted electrode disposable cylinder steam humidifiers. This is the preferred type of humidity generation for small to medium-sized museums. Two options are available: A duct-mounted pressure differential switch for air-proving interlock; or a duct-mounted on/off humidistat to insure against condensation inside the ducts. Units have modulating continuous control package for tight control of RH around the set point.

3. Dehumidification: When humidity reaches set point of 50%, dehumidification capabilities are needed to prevent massive swings of humidity or high humidity during summer months or heavy rains.

4. Outside Air Dampers: Outside air dampers are enthalph-controlled or an equivalent control systems. Fresh air provision for museum environments is 10% during occupied periods and 0% during unoccupied periods. Outside dampers are then closed while systems recirculate all internal air. Dampers are of the fixed volume design. A timing mechanism controls the entry of minimum acceptable quality of fresh air (fixed volume).

Internal air is recirculated when the building is unoccupied. An alternative is outside dampers of variable volume design responding to a static pressure sensor. The static pressure sensor can override timer and allow maintaining a slight positive pressure inside the building. This inhibits uncontrolled air from entering the building when fume hoods in laboratories are run.

5. Air Quality: Air pollution is of particular concern to museums since air-handling systems must deal with both particulate and gaseous pollutants. Dust, or solid particles suspended in air, accumulate on artifacts and are of concern in all museums. The same air quality standards apply throughout the building since dust anywhere in a museum storage facility is a problem. Gaseous filtration is also provided to the non-artifact areas. Filter banks are located so that all exterior air and recirculated air pass through them. Each filter bank is equipped individually with manometers to measure pressure drop and monitor required replacement.

Filtering equipment provides a pre-filter 25-30% efficient according to ASHRAE. A second filtering system is a medium efficiency filter with 40-45% to 80-85% effectiveness. A third system provides an after filter with 90-95% effectiveness. It is important for the filtering system to capture particles 0.1 to 2 microns in size. Recirculation increases the efficiency of filters.

A filtering system for gaseous pollutants based on either activated charcoal or potassium permanganate or both is provided in addition to the filtration of particulate matter. Activated charcoal filters are the ideal system.

**Use of Products: Products used in the facility during construction, repairs, alterations or maintenance of any space within the facility, must have a proven low**

**toxicity in production, use and disposal. Materials and equipment should be chosen to minimize dust and off gassing of substances that are toxic to humans or damaging to artifacts. After renovation and before the facility is occupied by staff or artifacts, during the commissioning process, there should be a "flushing out" period to allow any contaminants to be reduced. This will prevent harm to employees or artifacts.**

6. Temperature: Artifact areas where people are present should be able to maintain a temperature of 64-68 degrees. Offices should be able to maintain a temperature of 68-75 degrees. Heating and air conditioning must be sufficient to heat and cool each individual area as described in the room descriptions. The use of reheat is necessary in all spaces with the exception of museum storage.

7. Fire Suppression: A Wet-Pipe systems is the preferred system for museum collections. All heads should not go off in a fire. Pipes in museum fire suppression systems are copper, thermoplastic or internally galvanized iron pipes. Use of "On-off" sprinkler heads may be used as they automatically shut off when the temperature of a fire drops. An accessible emergency shut-off valve must be available for the system. In areas where self-contained systems are used, they must be selected based on the criteria for that specific area. If building is shared, sprinkler system for entire building must be hooked into alarm system to identify when there is a water flow anywhere in the building.

8. Intrusion Security: Security program maintains a very tight outer perimeter with progressively secure interior card-key control system limiting personnel movement. There must be adequate exterior lighting to allow CCTV to pick up useable images and physical deterrents such as strong locks and bars on exposed ground level openings in walls. All roof hatches and sunlights should be barred from the interior in such a way so that they may be removed easily, if necessary. Redundant systems of motion detection, glass breakage detectors, door contacts, etc. are needed. CCTV cameras and monitors will be used throughout the building and outside. There must be emergency lighting throughout the building. A "Knox box " will be installed outside front door and rear door for use by fire department personnel.

9. Smoke & Fire Detection: Museums are especially vulnerable to damage by heat, fire, smoke and water. Fire prevention program is emphasized as first defense against fire. Smoke detectors are of three types, ionization, and photoelectric or projected beam photoelectric. Coverage must be complete with built-in redundancy. In areas housing museum objects, a High Sensitivity Smoke Detection System must be used. In loading dock, a hard-wired carbon monoxide detector must be installed and hooked into the building alarm system.

10. Light Levels: Low-pressure sodium lights are recommended for museum storage areas; however, fluorescent fixtures fitted with UV filtered fluorescent lamps are acceptable alternative. Color Balanced fluorescent lights should be used in both administrative and lab areas.

All fixtures in the facility should be in working order to allow versatility in increasing lighting for brief periods during more detailed work. Lights in the storage areas must be zoned in a 1-3

pattern with every 3rd light being able to be turned on alone. All fixtures must be zoned and controlled from panel. Storage lighting is adjusted to objects with the highest sensitivity level (50 lux). If lux levels are not exceeded there is little need to worry about infrared (IR) radiation overheating artifacts. Minimizing the possibility of light induced damage means minimal lighting for retrieval activity. For some activities in storage an auxiliary lighting system is suggested. No mercury vapor lamps should be used inside or outside the facility as they generate ozone and oxides of nitrogen. Motion sensor lighting will be used throughout the museum storage to ensure employee and artifact safety. Redundant switches must be placed throughout the storage area and a minimum of two switches in larger rooms.

11. Electrical: The electrical distribution system is a common source of museum fires; therefore, no more than six duplex receptacles are connected to individual 20-ampere circuits. The electrical system distribution panel boards are designed with automatic circuit breakers. Over-current protective devices on branch circuits need to exceed the electrical codes. Panel boards are provided with spare over-current protective devices to provide space for anticipated growth in electrical loads. Electrical outlets must be accessible in storage areas either through receptacles or retractable extensions mounted in the ceiling. There should be at least one pull down per bay without offices and in each lab or work space. All electrical panels should be located together in one area separated from the storage area. Battery Operated safety lights should be placed throughout building and a 500 gallon backup generator should be available to provide minimal air circulation, alarm and fire system use, and computer use as needed in case of loss of electricity. Both 120 and 220 volt service is needed throughout the facility as specified. Copper wiring is required throughout the facility. There will be red electric receptacle throughout facility that can be used during power outages. These receptacles will be hooked directly into the electrical system for use with the back-up generator.

12: Uninterruptible Power Source: A large UPS must support all computers in the building as well as alarm systems. Each work station and all system alarms will have one outlet that is connected directly to the UPS. There will be orange electric receptacle throughout facility that can be used during power outages. These receptacles will be hooked directly into the UPS.

13. Utility Requirements: Gas heating is preferred. If heating boilers are fuel oil fired, appropriate emission controls equipment is required to meet museum air-quality requirements. Pollution controls must comply with local emission requirements.

All hazardous functions and combustibles required to operate the building plant should be isolated from collections in an exterior mechanical equipment room.

#### Other Requirements

1. Main Storage: Storage space is flexible; large, more or less unobstructed space is needed. Floor loads should anticipate possible use of mezzanine flooring creating two working levels in some areas. The facility has as few levels as possible. If there is more than one floor, facility must have large freight elevator.

2. Corridors and Circulation: “Open Safe Corridors” connect functional areas where artifacts go. They are oversized; “regularly” shaped and are of uniform size and height. There is nothing projecting into halls, corridors, work or storage spaces that will prove a menace to moving artifacts. Floor level is at one height with threshold and edging even with floor level to prevent jarring of objects. Best surface for this flooring is concrete with heavy-duty surface film.

3. Loading Dock and Truck approaches: The dock approaches must provide sufficient space for the largest truck to move in and out. Twice the length of the longest tractor-trailer combination allows vehicles to circulate in a counterclockwise direction, positioning to unload. The service road has a minimum straightway width of 12 feet.

An enclosed loading dock protects museum object arrival and departures from weather. Loading and unloading out of doors is risky, subjects objects to wind and rain, heat and humidity. If an enclosed dock is not available, then one with an overhang of 10' will be acceptable. The dock should be equipped with an elevating leveler. An enclosed dock should be large enough to hold a tractor-trailer truck. Overhead clearance is at least 15 feet. Dock's roof may have an electric hoisting mechanism suspended from an overhead traveling bridge that moves over one truck position. Dock is designed to provide ready access for moving materials on and off truck beds of all kinds. Venting of the enclosure is provided at the front and fans direct fumes away from the dock platform.

A back-in type enclosure required. Distance from the leading edge of the inside of the doorway exceeds the maximum length of the longest delivery vehicle by 5 feet (65 feet will meet this requirement). Fourteen feet is a desirable width of stall. Access from the enclosed loading dock to all areas of the storage repository is required.

A personnel door is provided on the loading dock platform leading into the space. Security lights, a buzzer, and electrical service for closed-circuit television cameras and loudspeakers inside and outside the enclosed dock are required for security purposes.

Loading docks must be in a good state as uneven and broken surfaces can contribute to accidents for both employees and artifacts.

#### Exterior Water and Electric

A cold water hose faucet and an electrical socket are needed outside the rear of the loading area for cleaning field equipment, etc. A locked box can surround these if necessary.

See “Museum Resource Center Space Needs” for specific room sizes and “Room Forms” for specific needs of each area.

#### Cold Storage Area

A cold storage unit will be located in main storage area of facility approximately 12 x 40 feet long. Electrical power must be brought to this unit.

Criteria for Space

07/15/2008

MUSEUM RESOURCE CENTER  
BUILD OUTS  
06/30/2008

Loading Dock - Leave area open with the exception of building the field equipment enclosure. The ceiling is 12' high with 1 overhead door and 2 double doors. Leave interior empty with the exception of the middle stall, which should have floor to ceiling pegboard on the exterior wall.

Unisex Restroom - Bench, 2 lockers, mirror with lights, medicine cabinet, separate water heater.

Registrar Office - Work station (system furniture) copier (dedicated circuit)

Wet Isolation Room - Open space

Dry Isolation Room - Open space

Curatorial Supply - Back wall with shelves designed to fit hollinger boxes, middle shelves to hold flat boxes and other supplies.

Work Area - Open space

Receiving Room - Standard counter depth shelf at stand-up height, no cabinets or shelving underneath or above counter. Use 'L' or other type brackets to support weight of shelf and objects. Under area should be clear for use - no shelf legs.

Preparation Area - Wall abutting dry isolation should have standard counter depth shelf with cabinets underneath. Cabinets should have large slide out trays for supply use -2' x 3' - for placing flat supplies. Overhead cabinets are required for the wall abutting dry isolation with under counter lights. Opposite wall abutting the storage area should have standard counter depth shelf at stand-up height, no cabinets or shelving underneath or above counter. Use 'L' or other type brackets to support weight of shelf and objects. Under area should be clear for use - no shelf legs.

Stabilization/Wet Lab - Standard counters/cabinets under and over and under counter lighting on 2 walls. Elephant nose fume hood with 2 attachments. Sink should have mud trap and eye wash.

Analytical Lab - open - we have work stations

Multipurpose Room - Counter with upper and lower cabinets and counter lights - computer on cabinet against hall wall. Work station in corner abutting arch offices opposite hallway.

Archeological Offices –system furniture

Research Access – 360 degree camera for security and system furniture

Conservation Laboratory – One wall with standard counters with upper and lower cabinets and counter lights, counter surface should be chemical resistant, double sink in middle of counter opposite, elephant nose exhaust, emergency shower and eye wash, medicine cabinet

Main Restrooms – Medicine cabinet, mirror with lights

Lockers Outside Restroom – token lockers

Library – Library Cases, copier, computer furniture

Training Room - Movable wall in center of room.

Break Room – Kitchen cabinets set up with double sink and medicine cabinet

Conference Room – Closet to house AV equipment

Foyer – Reception counter built in

Teledata Room – Room divided in two by firewall and fire door. Back room will house building UPS, emergency panels and building climate system. Front room will house all alarm and electric panels, LAN and telephones.

VVM Office – system furniture

Museum Technician Offices – system furniture

Copier Alcove – One wall with standard counters with upper and lower cabinets and counter lights and room for copier/postage meter/fax

Center Chief Office – system furniture

Assistant Site Manager Office – system furniture

Site Manager Office – system furniture

MERT Team Room – open space

Processing Room – Wall to storage area open, wall against VVM Press Room will have system furniture, rest of room is open

VVM Press Room – open space with cabinets around walls



Storage – 3 places with electric, phone and data connections

## EQUIPMENT LIST FOR THE MUSEUM RESOURCE CENTER

The following equipment will be in the Museum Resource Center building.

### **Overall:**

**Please refer to the Criteria For Space For The Museum Resource Center for the overall requirements for this facility.** This includes specification for all building systems.

HVAC components including computerized monitoring and alarm system, all office area, work area, public area, lab area, and storage area lighting including both dual switches and motion detection activated lights, utilities, redundant security systems (including card key) and fire detection, suppression systems, back-up generator and emergency lights throughout facility, CCTVs and monitors, telephone system with intercom throughout the facility

### **Backup Generator:**

Generator will be able to keep minimum levels in storage and archive areas, security, fire and HVAC detection systems, emergency lights, CCTV cameras and monitors, and the LAN

### **Hallways:**

Electric outlets throughout corridors

### **Exterior Windows:**

Security windows, with tinted bomb blast/anti-intrusion film.

### **Accessibility:**

All ABAAS standards must be met throughout the building as the Center has both handicapped visitors and employees.

### **Room by Room:**

**Please refer to individual specifications which are called for in the Individual Room Requirements document for specific and/or non-standard requirements.**

### **Restrooms:**

GFI duplex outlet in each room, wall sockets

Computer Lab: (Front Electric Room)

Local Area Network Server, CCMail Server, 3 UPS Power Backup (1600 rt), 4 dedicated circuits for computers, and a utility closet which contains all alarm, power, etc. panels including security, fire detection and HVAC monitoring system. Firewall w/ door separates the two areas. Both areas contain self-contained fire suppression.

Museum Technician Offices: (5)

1 Standard computers & printers 2 LAN ports, 1 telephones, 1 UPS power backup (900 rt)

2 museum technician offices also require TDD's with answering systems

VVM Office:

2 Standard computers & printers, 3 LAN ports, 2 telephones, 2 UPS power backup, CCTV Monitor for viewing VVM press access area, front door and back door.

Library:

3 LAN ports, microfilm reader and printer ( rt) 1 telephone

Training Room:

Standard computer & printer, 2 UPS power backup, Master LAN Port, TV, VCR, antennae, Computer Projector, Slide Projector, 1 Telephone, video conferencing equipment hookup, and Satellite Training hookup

Foyer:

Standard computer & printer, UPS power backup, Lan Port, CCTV Camera, Inside and outside lobby, security monitors on rack, recessed in wall or on desktop, front and rear door bells, video phone id system, security key pads, fire pull station, card reader

Break Room:

1 telephone, 1 refrigerator (32 CF) with water in door and ice maker. Filtration system for fridge, 2 microwaves, 2 coffee pots, CCTV monitor to show front and rear entrances, swing glass double doors, doublesink with filtration system for water.

Asst Site Mgr Office:

1 Standard computer & printer, 2 LAN ports, 1 telephone, 1 UPS power backup

Site Manager Office:

1 Standard computer & printer, 2 LAN ports, 1 telephone, 1 UPS power backup, 1 VCR, CCTV monitors

Conference Room:

1 telephone, dedicated circuit for video-conferencing add-on

Center Chief Office:

1 Standard computers & printers, 2 LAN ports, 1 telephones, 1 UPS power backup

Arch Offices:

(3) 2 Standard computers & printers, 3 LAN ports, 2 telephones, 2 UPS power backup

Multi-Purpose Room:

2 Standard computers & printers, 4 LAN ports, 1 telephones, 2 UPS power backup, drop-down electric lines, copy machine with dedicated circuit

Analytical Lab:

2 Standard computers & printers, 4 LAN ports, 1 telephones, 2 UPS power backup, drop-down electric lines

Stabilization/Wet Lab:

1 telephone, doublesink

Preparation Lab:

1 Standard computer & printer, 2 LAN ports, 1 telephone, 1 UPS power backup, drop-down electric lines

Work Room:

1 wall telephone, drop-down electric lines, power equipment at various times

Loading Dock:

Separate exhaust for area, electric receptacles placed around wall. Combination of 110 and 220v.

Field Equipment Room:

Lights in each area with motion detection, 12 foot high ceiling

Registrar:

1 Standard computer & printer, 2 LAN ports, 1 telephone, 1 UPS power backup, CCTV Camera and Monitor for front and rear of buildings, inside and out, copier and dedicated circuit

Storage: 3 work areas in storage: each area will contain 1 Standard computer & printer, 2 LAN ports, 1 telephone, 1 UPS power backup

Conservation Lab:

3 work areas in storage: each area will contain 1 Standard computer & printer, 2 LAN ports, 1 telephone, 1 UPS power backup, emergency shower and eye wash, doublesink with sprayer, fume arm which is separately vented

Archives Room:

Overhead lighting and electrical outlets

Research:

1 Standard computer & printer, 2 LAN ports, 1 telephone, 2 UPS power backup

VVM Press:

1 Standard computer & printer, 2 LAN ports, 1 telephone, 2 UPS power backup, periodic use of 4 flood lamps, 1200 watts, CCTV camera

Processing Room

2 Heavy Duty computers, printers, & scanners, 4 LAN ports, 1 telephone, 3 UPS power backup (1600 rt)

Copier Alcove:

Copier machine, shredder, fax machine, dedicated circuit for copier

EQUIPLIST 06/30/2008

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**MUSEUM RESOURCE CENTER SPACE NEEDS**

All Specific requirements for these rooms are in the "Criteria for Space for the Museum Resource Center".

**PUBLIC AREAS**

Foyer/Exhibit Area	1000sf	\	
Lockers	150sf	\	
RestRooms (2)	540sf	\	
VVM Public Access Area	690sf	\	
Xerox room	120sf	\	Clustered near front of building
Break Room	450sf	/	
Training/Meeting Room	920sf	/	
Library	1000f	/	
Researchers Access	320sf	/	
Conference Room	380sf		
<b>Subtotal</b>	<b>5570</b>		

**OFFICE SPACE**

Center Director	125sf		
Site Manager	207sf		
Asst Manager	207sf	\	
Museum Tech (1 & 2)	240sf	\	
Museum Tech (3 & 4)	240sf	\	
Museum Tech (5 & 6)	240sf	\	
Museum Tech (7 & 8)	240sf	\	these offices should be close
Meeting Area	240sf	/	
Curator VVM	234sf	/	together and near the public access area of the building
Registrar Office	560sf	/	
Arch Coll Manager & Archeologist/	660sf	\	these offices should be close together and near the public access area of the building
Sr Staff Arch		/	
NASI/ASMIS		/	
Arch Open Offices	660		
<b>Subtotal</b>	<b>3853sf</b>		

**LABORATORY SPACE**

Processing Room	690sf	\	located between offices and storage
Conservation	440sf	/	

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Multi-Purpose Space	840sf		
Analytical Lab	600sf	\	
Wet Lab	540sf	\	must be near archeological offices
<b>Subtotal</b>	<b>3110sf</b>		

WORK AREAS

Prep Area/Receiving Area	1720sf	\	
Loading Dock	2070sf	\	
Field Equipment Storage		\	
Unisex Restroom	145sf	\	
Work & Shelving Room	1216sf	\	
Curatorial Supply	600sf	/	Most of these areas should be at rear of the building as this is where we will deal with dirt and infestation and then proceed to a clean area
Isolation Room-Wet	400sf	/	
Isolation Room- Dry	400sf	/	
Front Electric Room	345sf		
Rear Electric Room	150sf		
MERT Team Room	1575sf		
Janitor Closet	60sf		
<b>Subtotal</b>	<b>8681sf</b>		

STORAGE - can be one large area with sections

Museum Storage	29500sf	interior of building
Special Collections	320sf	interior of building
<b>Subtotal</b>	<b>29820</b>	

**Total Building Need      51034sf**

final space needs sf

## HVAC Requirements

The cost of all HVAC requirements including overtime are to be rolled into the operating cost of the lease since this is organic to the mission of the facility. All systems must have concurrent heat/air conditioning and humidity to keep the collections at the proper level year round. Systems need to be redundant to ensure that main storage area is constantly supplied with heat/AC/humidity control. There should be redundant boilers, pumps, air conditioning units, etc.

To ensure continuous running of system, there must be a 500 gallon back-up generator for the building.

National Park Service  
Museum Resource Center  
Conservation Lab/Artifact Storage HVAC Criteria

Operation: 24 Hours a day/365 days a year concurrent  
Maximum velocity 500fpm  
Temperature:  
Setpoint 64 - 68 degrees  
Control Band 2 degrees  
Operating Range 64 - 75 degrees

Humidity:  
Setpoint 50% RH  
Control Band 5%  
Operating Range 45% - 55%  
Summer-Winter Drift not more than 10%

Outdoor Air:  
Occupied Periods 15% minimum  
Unoccupied Periods 0% required  
Pressure slight positive pressure (except where code dictates)

Indoor Air Quality:  
Airborne Contaminants remove particulate matter 95% efficient  
Gaseous Contaminants charcoal filters

Zone Control: Zone controls shall allow for occupied and unoccupied modes in the lab and work areas and independent zones for special spaces. Storage spaces will be zoned separately from lab and work areas as well as offices.

System Description: The system shall be designed for the storage of archeological and historic artifacts. The system shall maintain the required temperature and humidity throughout the entire year with little to no fluctuations between the seasons.



**Museum Resource Center  
Room by Room Requirements  
06/30/2008**

**PUBLIC AREAS**

**ROOM : Foyer Vestibule/Exhibit Area/ Locker Area**

**CLASSIFICATION:** Multi-use Area (non-artifact area)

**USUAL ACTIVITY:** Public and employee entrance

**SUGGESTED SIZE:** 1150sf

**ADJACENCY REQS:** Public areas, meeting room, library, office complex.

**DESCRIPTION:** Entrance to facility with small vestibule to buffer outside conditions. Will contain entrance desk, small lockers for visitor's personal belongings and area for seating. Door to break room and training room off lobby.

**NORMAL STAFFING:**

**FLOORING:** VCT appropriate lobby floor

**WALLS:** Standard finished partitions with security windows

**CEILING:** decorative for lobby 14'4"

**LIGHTING:** Color balanced florescent lighting

**DOORS /HARDWARE:** Exterior Doors with high security Card key System lock

**ELECTRICAL:** Need sufficient electricity for lights, computer and peripherals, telephones

**COMMUNICATIONS:** 1 Telephone, 2 computer network ports, and intercom

**PLUMBING:** None

**HVAC:** Meets office requirements as specified in SFO

**SECURITY:** Card key system (landlord provides as part of the warm lit shell)

**FIRE DETECTION:** Ionization

FIRE SUPPRESSION: Wet Pipe

SAFETY: Anti-static and surge protection precautions for computers in use.

FURNISHINGS: Office, exhibit, small lockers for personal belongings for visitors.

ADAPTABILITY: Fairly open space

MAINTENANCE LEVEL: According to schedule in SFO

ROOM : **Restrooms** Mens/Womens (handicapped)

CLASSIFICATION: Restroom

USUAL ACTIVITY: Self-explanatory

SUGGESTED SIZE: 540sf 3 stalls for each rest room

ADJACENCY REQS: Main restrooms next to public areas and office complex

DESCRIPTION: Public restrooms

NORMAL STAFFING:

FLOORING: Ceramic Tiles

WALLS: Ceramic Tiles with floor drain with no windows

CEILING: Gypsum Board 8'

LIGHTING: Florescent lighting

DOORS /HARDWARE: Standard with key lock

ELECTRICAL: Need electricity for lights. Must have GFI duplex outlet in each room near sink.

COMMUNICATIONS: Inter-facility intercom.

PLUMBING: Sinks and toilets, hot and cold water, floor drain, urinal in men's room

HVAC: Meets restroom requirements as specified in SFO

SECURITY: Keyed lock

FIRE DETECTION: Ionization

FIRE SUPPRESSION: Wet Pipe

SAFETY: Non-skid floors

FURNISHINGS: mirrors, towel rack

ADAPTABILITY: None

MAINTENANCE LEVEL: According to schedule in SFO

**ROOM : VVM Public Access Area**

**CLASSIFICATION:** artifact area

**USUAL ACTIVITY:** Visiting media will view and photograph collections

**SUGGESTED SIZE:** 690sf

**ADJACENCY REQS:** Adjacent to Vietnam Veterans Storage and Vietnam Veterans Curator Office, public access areas.

**DESCRIPTION:** This large open room will allow for the placement of artifacts throughout the room for viewing by the media. The room will also be used for press conferences and sessions related to collections. There is a need for sufficient electricity for viewing lights, computers, and peripherals, telephones as well as grounded plugs for photographers' lights and cameras. Ceiling should be sound absorbing.

**NORMAL STAFFING:**

**FLOORING:** VCT

**WALLS:** Standard Finished Partitions – security-viewing window onto storage area

**CEILING:** 11'8"

**LIGHTING:** Color balanced florescent lighting

**DOORS /HARDWARE:** Oversized double doors to storage area and single doorway to front hall with Card key lock.

**ELECTRICAL:** Heavy duty electrical outlets for periodic use of floor lights and video camera, 1200 watts. Normal use of CCTV and monitor.

**COMMUNICATIONS:** 1 Telephone, 2 computer network ports, and intercom

**PLUMBING:** None

**HVAC:** Meets requirements for artifact storage as specified per attachment 1

**SECURITY:** Card key system, motion detection, door alarms, glass breakage detectors

**FIRE DETECTION:** Ionization

**FIRE SUPPRESSION:** Wet Pipe

**SAFETY:** Standard

**FURNISHINGS:** Storage cabinets and equipment, lay-out areas, chairs, some built-in cabinets

**ADAPTABILITY:** Room must be open so that it can be utilized in many different ways.

**MAINTENANCE LEVEL:** Objects maintained by Collection Management Staff with area maintained by daily maintenance worker.

**ROOM: Copier Room**

CLASSIFICATION: Office (non-artifact)

USUAL ACTIVITY: Office Work

SUGGESTED SIZE: 120sf

ADJACENCY REQS: Near museum office complex and public areas

DESCRIPTION: Work area

NORMAL STAFFING:

FLOORING: VCT

WALLS: Standard Finished Partitions

CEILING: 9'8"

LIGHTING: Color balanced florescent lighting

DOORS /HARDWARE: Standard with locks

ELECTRICAL: dedicated outlets for copier machine, postage meter, fax machine

COMMUNICATIONS: Telephone and intercom

PLUMBING: None

HVAC: Meets office requirements as specified in SO with screening for insects

SECURITY:

FIRE DETECTION: Ionization

FIRE SUPPRESSION: Wet Pipe

SAFETY: None

FURNISHINGS: Copier, tables, postage meter, fax

ADAPTABILITY: None

MAINTENANCE LEVEL: According to schedule in SFO

**ROOM: Break Room**

CLASSIFICATION: Office (non-artifact)

USUAL ACTIVITY: Food and Beverage Consumption

SUGGESTED SIZE: 450 SF

ADJACENCY REQS: Office complex and public areas

DESCRIPTION: For Integrated Pest Management Purposes, all staff and visitors will eat and drink in this room. It will include refrigerator, microwave, coffee pots, lights, and telephones.

NORMAL STAFFING:

FLOORING: VCT for area that is mopped daily

WALLS: Standard with glass doors from break room to foyer

CEILING: 9'8"

LIGHTING: Color balanced florescent lighting

DOORS /HARDWARE: Glass Double Doors into break room from foyer

ELECTRICAL: Heavy-duty outlets for Fridge, 2 microwaves, 2 coffee pots. CCTV, monitors and garbage disposal

COMMUNICATIONS: Telephone and intercom

PLUMBING: Sink with garbage disposal, spray nozzle, hot and cold water, and floor drain

HVAC: Meets office requirements as specified in SFO

SECURITY: glass breakage detector

FIRE DETECTION: Ionization

FIRE SUPPRESSION: Wet Pipe

SAFETY: None

FURNISHINGS: Tables and chairs, kitchen appliances

ADAPTABILITY: This must be an open space so that furniture can be changed around as needed.

MAINTENANCE LEVEL: According to schedule in SFO



**ROOM : Training/Meeting Room**

CLASSIFICATION: Office (non-artifact)

USUAL ACTIVITY: Training Sessions

SUGGESTED SIZE: 920sf

ADJACENCY REQS: Office complex and public areas

DESCRIPTION: Small and large training sessions and meetings will be held in this space for MRCE, park and visiting museum and archeological groups. Room must be able to seat 50 in chairs and 25 at tables. Small meetings conducted weekly, larger meetings monthly. Audio visual equipment will be kept in this room. A folding wall must be installed to separate room into 2 rooms.

NORMAL STAFFING:

FLOORING: VCT

WALLS: Standard Finished Partitions w/ wall mounted fabric boards

CEILING: 9'8"

LIGHTING: Color balanced florescent lighting

DOORS /HARDWARE: Double doors with key lock from foyer and single door from hallway.

ELECTRICAL: Need sufficient electricity for office equipment such as lights, computers and peripherals, and telephones, as for AV Equipment, TV, VCR, slide projector, and Satellite television.

COMMUNICATIONS: 1 Telephone, 1 master network ports, and intercom

PLUMBING: None

HVAC: Meets office requirements as specified in SFO

SECURITY: Door Locks

FIRE DETECTION: Ionization

FIRE SUPPRESSION: Wet Pipe

SAFETY:

FURNISHINGS: Tables, Chairs, A-V equipment.

ADAPTABILITY: This must be a large open space so that furniture can be changed around as needed.

MAINTENANCE LEVEL: According to schedule in SFO

**ROOM : Library**

**CLASSIFICATION:** Office

**USUAL ACTIVITY:** Collection-management related research and reading, also use of computer.

**SUGGESTED SIZE:** 1000sf

**ADJACENCY REQS:** Office complex and public areas

**DESCRIPTION:** Use of library by both staff and outside visitors/researchers.

**NORMAL STAFFING:**

**FLOORING:** VCT

**WALLS:** Standard Finished Partitions

**CEILING:** 12'

**LIGHTING:** Color balanced florescent lighting that are set at reading levels.

**DOORS /HARDWARE:** Security camera

**ELECTRICAL:** Need sufficient electricity for office equipment such as lights, computers and peripherals, telephones, microfilm reader and printer.

**COMMUNICATIONS:** 1 Telephone, 2 computer network ports, and speaker for inter-facility intercom.

**PLUMBING:** None

**HVAC:** Meets office requirements as specified in SFO

**SECURITY:** Card key system and motion detector

**FIRE DETECTION:** Ionization

**FIRE SUPPRESSION:** Wet Pipe

**SAFETY:** Anti-static and surge protection precautions for computers in use.

**FURNISHINGS:** Library shelving and computer equipment

**ADAPTABILITY:** Open space for tables

MAINTENANCE LEVEL: According to schedule in SFO

**ROOM : Researcher Access**

**CLASSIFICATION:** Artifact area

**USUAL ACTIVITY:** Collection research using artifacts and related records.

**SUGGESTED SIZE:** 320 SF

**ADJACENCY REQS:** Public areas and Main Storage Area

**DESCRIPTION:** Specimens required for access are brought to this room from storage area for use by researchers.

**NORMAL STAFFING:**

**FLOORING:** VCT

**WALLS:** Standard Finished Partitions with security windows to storage and hallway.

**CEILING:** 9'8"

**LIGHTING:** Color balanced florescent lighting that are set at reading levels.

**DOORS /HARDWARE:** Security doublewide doors with card key lock from storage area to room, security single door with card key lock from hallway.

**ELECTRICAL:** Need sufficient electricity for lights, computer, and telephone.

**COMMUNICATIONS:** 1 Telephone, 2 computer network ports, and inter-facility intercom.

**PLUMBING:** None

**HVAC:** Meets museum storage requirements as specified in SFO

**SECURITY:** perimeter protection, glass breakage detector and motion detection

**FIRE DETECTION:** Ionization

**FIRE SUPPRESSION:** Wet Pipe

**SAFETY:** Anti-static and surge protection precautions for computers in use.

**FURNISHINGS:** Layout tables and chairs, computer equipment

**ADAPTABILITY:** None

MAINTENANCE LEVEL: According to schedule in SO

**ROOM : Conference Room**

CLASSIFICATION: Office (non-artifact)

USUAL ACTIVITY: Meetings

SUGGESTED SIZE: 380sf

ADJACENCY REQS: Office complex and public areas

DESCRIPTION: Small and large meetings will be held in this space for MRCE, park and visiting museum and archeological groups.

NORMAL STAFFING:

FLOORING: VCT

WALLS: Standard Finished Partitions w/ wall mounted tack boards

CEILING: 9'8"

LIGHTING: Color balanced florescent lighting

DOORS /HARDWARE: Double doors with door lock from breakroom and single door with card key lock from hallway

ELECTRICAL: Need sufficient electricity for office equipment such as lights, computers and peripherals, and telephones

COMMUNICATIONS: 1 Telephone, 2 network ports, and intercom

PLUMBING: None

HVAC: Meets office requirements as specified in SFO

SECURITY: Card key system

FIRE DETECTION: Ionization

FIRE SUPPRESSION: Wet Pipe

SAFETY:

FURNISHINGS: Tables, Chairs.

ADAPTABILITY: This must be open space so that furniture can be changed around as needed.

MAINTENANCE LEVEL: According to schedule in SFO

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**MUSEUM RESOURCE CENTER  
ROOM BY ROOM REQUIREMENTS  
8/24/98**

**OFFICE AREAS**

**ROOM : Site Manager's Office**

**CLASSIFICATION:** Office (Non-artifact area)

**USUAL ACTIVITY:** Office Work

**SUGGESTED SIZE:** 207sf

**ADJACENCY REQS:** Serves as the administrative center of the facility in addition to operating as the Site Managers Office. Should be located to give the site manager easy access to public access areas, office complex, library, meeting and xerox room.

**DESCRIPTION:** Administrative Center with sufficient electricity for office equipment such as lights, computers and peripherals, cctvs, security, fire, building systems and telephones

**NORMAL STAFFING:** 1

**FLOORING:** VCT

**WALLS:** Standard

**CEILING:** 9'8"

**LIGHTING:** Color balanced florescent lighting

**DOORS /HARDWARE:** Standard with card key system lock

**ELECTRICAL:** Standard

**COMMUNICATIONS:** 1 Telephone, 2 computer network port, and intercom

**PLUMBING:** None

**HVAC:** Meets office requirements as specified in SFO

**SECURITY:** Card key, CCTV Monitor, glass breaker detector, and motion detection

**FIRE DETECTION:** Ionization

FIRE SUPPRESSION: Wet Pipe

SAFETY: Standard.

FURNISHINGS: Office

ADAPTABILITY: None

MAINTENANCE LEVEL: According to schedule in SFO

**ROOM: Assistant Site Manager**

**CLASSIFICATION:** Office (Non-artifact area)

**USUAL ACTIVITY:** Office Work

**SUGGESTED SIZE:** 207sf

**ADJACENCY REQS:** Public access areas, office complex, library, meeting and xerox

**DESCRIPTION:** Administration with sufficient electricity for office equipment such as lights, computers and peripherals, and telephones

**NORMAL STAFFING:** 1

**FLOORING:** VCT.

**WALLS:** Standard

**CEILING:** 9'8"

**LIGHTING:** Color balanced florescent lighting

**DOORS /HARDWARE:** Standard with card key lock

**ELECTRICAL:** Standard

**COMMUNICATIONS:** 1 Telephone, 2 computer network port, and intercom

**PLUMBING:** None

**HVAC:** Meets office requirements as specified in SFO

**SECURITY:** Perimeter Protection, glass breakage detector, door alarm

**FIRE DETECTION:** Ionization

**FIRE SUPPRESSION:** Wet Pipe

**SAFETY:** Standard

**FURNISHINGS:** Office

**ADAPTABILITY:** None

**MAINTENANCE LEVEL:** According to schedule in SFO

**ROOM : Museum Staff #1 & 2**

**CLASSIFICATION:** Office (Non-artifact area)

**USUAL ACTIVITY:** Semi-private office - work assisted by computers.

**SUGGESTED SIZE:** 240 SF

**ADJACENCY REQS:** Office Complex

**DESCRIPTION:** Administrative Work with sufficient electricity for office equipment such as lights, computers and peripherals, and telephones

**NORMAL STAFFING:** 2

**FLOORING:** VCT

**WALLS:** Standard

**CEILING:** 9'8"

**LIGHTING:** Color balanced florescent lighting

**DOORS /HARDWARE:** none

**ELECTRICAL:** Standard

**COMMUNICATIONS:** 2 Telephone, 4 computer network ports, and intercom

**PLUMBING:** None

**HVAC:** Meets office requirements as specified in SFO

**SECURITY:** Perimeter Protection, motion detector

**FIRE DETECTION:** Ionization

**FIRE SUPPRESSION:** Wet Pipe

**SAFETY:** Standard.

**FURNISHINGS:** Systems furniture

**ADAPTABILITY:** None

**MAINTENANCE LEVEL:** According to schedule in SFO

ROOM : Museum Staff #3 & 4

CLASSIFICATION: Office (Non-artifact area)

USUAL ACTIVITY: Semi-private office work assisted by computers

SUGGESTED SIZE: 240sf

ADJACENCY REQS: Office Complex

DESCRIPTION: Administrative Work with sufficient electricity for office equipment such as lights, computers and peripherals, and telephones

NORMAL STAFFING: 2

FLOORING: VCT

WALLS: Standard

CEILING: 9'8"

LIGHTING: Color balanced florescent lighting

DOORS /HARDWARE: none

ELECTRICAL: Standard

COMMUNICATIONS: 2 Telephone, 4 computer network ports, and intercom

PLUMBING: None

HVAC: Meets office requirements as specified in SFO

SECURITY: Perimeter Protection, motion detector

FIRE DETECTION: Ionization

FIRE SUPPRESSION: Wet Pipe

SAFETY: Standard

FURNISHINGS: Systems furniture

ADAPTABILITY: None

MAINTENANCE LEVEL: According to schedule in SFO

**ROOM : Museum Staff #5 & 6**

**CLASSIFICATION:** Office (Non-artifact area)

**USUAL ACTIVITY:** Semi-private office work assisted by computers.

**SUGGESTED SIZE:** 240sf

**ADJACENCY REQS:** Office Complex

**DESCRIPTION:** Administrative Work with sufficient electricity for office equipment such as lights, computers and peripherals, and telephones

**NORMAL STAFFING:** 2

**FLOORING:** VCT

**WALLS:** Standard

**CEILING:** 9'8"

**LIGHTING:** Color balanced florescent lighting

**DOORS /HARDWARE:** none

**ELECTRICAL:** Standard

**COMMUNICATIONS:** 2 Telephone, 4 computer network ports, and intercom

**PLUMBING:** None

**HVAC:** Meets office requirements as specified in SFO

**SECURITY:** Perimeter Protection, motion detector

**FIRE DETECTION:** Ionization

**FIRE SUPPRESSION:** Wet Pipe

**SAFETY:** Standard

**FURNISHINGS:** Office

**ADAPTABILITY:**

**MAINTENANCE LEVEL:** According to schedule in SFO

**ROOM : Museum Staff #7 & 8**

**CLASSIFICATION:** Office (Non-artifact area)

**USUAL ACTIVITY:** Semi private office work - assisted by computers.

**SUGGESTED SIZE:** 240sf

**ADJACENCY REQS:** Office Complex

**DESCRIPTION:** Administrative Work with sufficient electricity for office equipment such as lights, computers and peripherals, and telephones

**NORMAL STAFFING:** 2

**FLOORING:** VCT

**WALLS:** Standard

**CEILING:** Standard

**LIGHTING:** Color balanced florescent lighting

**DOORS /HARDWARE:** None

**ELECTRICAL:** Standard

**COMMUNICATIONS:** 2 Telephone, 4 computer network ports, and intercom

**PLUMBING:** None

**HVAC:** Meets office requirements as specified in SFO

**SECURITY:** Perimeter Protection, motion detector

**FIRE DETECTION:** Ionization

**FIRE SUPPRESSION:** Wet Pipe

**SAFETY:** Standard.

**FURNISHINGS:** Office

**ADAPTABILITY:** None

**MAINTENANCE LEVEL:** According to schedule in SFO

**ROOM : Curator, VVM Collection**

**CLASSIFICATION:** Office (Non-artifact area)

**USUAL ACTIVITY:** Office Work

**SUGGESTED SIZE:** 234 SF

**ADJACENCY REQS:** Office Complex, VVM Press and Storage area.

**DESCRIPTION:** Administrative Work & Meetings with sufficient electricity for office equipment such as lights, computers and peripherals, and telephones

**NORMAL STAFFING:** 1

**FLOORING:** VCT

**WALLS:** Standard

**CEILING:** 9'8"

**LIGHTING:** Color balanced florescent lighting

**DOORS /HARDWARE:** Card key Lock

**ELECTRICAL:** Standard

**COMMUNICATIONS:** 2 Telephone, 4 computer network port, and intercom

**PLUMBING:** None

**HVAC:** Meets office requirements as specified in SFO

**SECURITY:** Card key System, motion detector

**FIRE DETECTION:** Ionization

**FIRE SUPPRESSION:** Wet Pipe

**SAFETY:** Standard

**FURNISHINGS:** Office

**ADAPTABILITY:** None

**MAINTENANCE LEVEL:** According to schedule in SFO



**ROOM : Registrar's Office**

**CLASSIFICATION:** Collections Records (non-artifact)

**USUAL ACTIVITY:** Record-Creation and updating takes place in close association with accessioning activities in the receiving area and preparation areas. Office work assisted by computers.

**SUGGESTED SIZE:** 560sf

**ADJACENCY REQS:** Registrar work is an important activity associated with both arriving objects and storage objects. The Offices close association with receiving and preparation areas is emphasized by a window overlooking the activities in the loading dock. There needs to be easy movement to the main collection storage areas where items and their records can be compared and visually checked without handling. There are computer terminals in the Registrar's Office but it need not be directly adjacent to the "Computer" room.

**DESCRIPTION:** Office is work station to create and check written records and a central location for storage of accession files and other legal documents that record items actually in the facility or in the process of entering or leaving the facility. Must have sufficient electricity for office equipment such as lights, several computers and peripherals, and telephones.

**NORMAL STAFFING:** Work station for one or several staff members at various times.

**FLOORING:** VCT

**WALLS:** Separate with elevated fire rating as legal records are kept in this area.

**CEILING:** 9'8"

**LIGHTING:** Color balanced florescent lighting

**DOORS /HARDWARE:** Fire rated door, Card key Lock, motion detection

**ELECTRICAL:** CCTV camera and monitor and loudspeaker intercom, copier machine

**COMMUNICATIONS:** 1 Telephone, 2 computer network ports, and intercom.

**PLUMBING:** None

**HVAC:** Meets office requirements as specified in SFO

**SECURITY:** Card Key, motion detection, CCTV & monitor, door alarm

FIRE DETECTION: Ionization

FIRE SUPPRESSION: Wet Pipe

SAFETY: Standard

FURNISHINGS: Office, CCTV, and Large Record Cabinets

ADAPTABILITY: Open Space for moving cabinets

MAINTENANCE LEVEL: According to schedule in SO

**ROOM : Meeting Area**

**CLASSIFICATION:** Office (Non-Artifact area)

**USUAL ACTIVITY:** Office Work

**SUGGESTED SIZE:** 240sf

**ADJACENCY REQS:** Directly connected with Museum Technician offices

**DESCRIPTION:** Serves as meeting area for museum staff

**NORMAL STAFFING:**

**FLOORING:** VCT.

**WALLS:** Standard

**CEILING:** 9'8"

**LIGHTING:** Color balanced florescent lighting

**DOORS /HARDWARE:** none

**ELECTRICAL:** Standard

**COMMUNICATIONS:** 1 Telephone, 4 computer network ports, and intercom.

**PLUMBING:** None

**HVAC:** Meets office requirements as specified in SFO..

**SECURITY:** Perimeter Protection

**FIRE DETECTION:** Ionization

**FIRE SUPPRESSION:** Wet Pipe

**SAFETY:** Standard

**FURNISHINGS:** Office

**ADAPTABILITY:** Could be switched into workstations

**MAINTENANCE LEVEL:** According to schedule in SFO

**ROOM : Front Electric Room**

CLASSIFICATION: Utility Room

USUAL ACTIVITY: Continuously running Local Area Network and peripherals as well as Telephone System, fire and security alarm panels. Rear part of room contains building UPS and emergency panels as well as building climate control system.

SUGGESTED SIZE: 345sf

ADJACENCY REQS: Directly connected hallway near lobby

DESCRIPTION: Local Area Network, peripherals, heavy duty electric

NORMAL STAFFING: 1

FLOORING: VCT- fire rated

WALLS: fire rated

CEILING: 9'8" fire-rated

LIGHTING: Color balanced florescent lighting

DOORS /HARDWARE: fire door to hallway, card key system

ELECTRICAL: Four dedicated circuits spread throughout room

COMMUNICATIONS: Telephone, computer network ports, and intercom

PLUMBING: None

HVAC: Must maintain normal working environment within the range of computer equipment.

SECURITY: Perimeter and door protection

FIRE DETECTION: Ionization

FIRE SUPPRESSION: Wet Pipe

SAFETY: Anti-static and surge protection precautions for computers in use.

FURNISHINGS: Computer furnishing and equipment related to LAN.

ADAPTABILITY: Open area

MAINTENANCE LEVEL: According to schedule in SO

**ROOM NAME: Archeological Collection Manager/ Senior Staff Archeologist and Archeologist**

**CLASSIFICATION:** semi-private offices (Non-artifact area)

**USUAL ACTIVITY:** Office work.

**SUGGESTED SIZE:** 660sf

**ADJACENCY REQS:** Adjacent to main hallway and Archeology Multi-purpose room, archeological offices and public areas.

**DESCRIPTION:** Staff will conduct non-artifact processing activities in these offices

**NORMAL STAFFING:** 3

**FLOORING:** VCT

**WALLS:** Standard

**CEILING:** 9'8"

**LIGHTING:** Color balanced florescent lighting with desk lamps.

**DOORS/HARDWARE:** Standard with lock

**ELECTRICAL:** Standard

**COMMUNICATIONS:** 4 Telephones and 5 computer network port, intercom

**PLUMBING:** None

**HVAC:** Office requirements as specified in SFO

**SECURITY:** Perimeter protection, motion detector, door alarm

**FIRE DETECTION:** Ionization

**FIRE SUPPRESSION:** Wet Pipe

**SAFETY:** Standard

**FURNISHINGS REQS:** Office furnishings

**ADAPTABILITY:** None

**MAINTENANCE:** According to schedule in SFO

**ROOM NAME: Archeology Open Offices**

**CLASSIFICATION:** Semi-private offices (Non-artifact area)

**USUAL ACTIVITY:** Office work.

**SUGGESTED SIZE:** 660sf

**ADJACENCY REQS:** Should be adjacent to archeological offices and work areas as well as public hallway. Clear corridors to all lab, work spaces and the collection storage area.

**DESCRIPTION:** Staff will conduct non-artifact processing activities in these offices.

**NORMAL STAFFING:** 2

**FLOORING:** VCT

**WALLS:** Standard

**CEILING:** 9'8"Standard

**LIGHTING:** Color balanced florescent lighting with desk lamps.

**DOORS/HARDWARE:** None

**ELECTRICAL:** Standard

**COMMUNICATIONS:** 2 telephones and 2 computer network ports, intercom

**PLUMBING:** None

**HVAC:** Office requirements as specified in SFO

**SECURITY:** Perimeter Protection, motion detector

**FIRE DETECTION:** Ionization

**FIRE SUPPRESSION:** Wet Pipe

**SAFETY:** Standard

**FURNISHING REQS:** Office furniture

**ADAPTABILITY:** None

**MAINTENANCE:** According to schedule in SFO

**ROOM : Museum Emergency Response Team Room**

CLASSIFICATION: Office (Non-artifact area)

USUAL ACTIVITY: Supply storage

SUGGESTED SIZE: 1575sf

ADJACENCY REQS: Office Complex

DESCRIPTION: Team Supply room with sufficient electricity for office equipment such as lights, computers and peripherals, and telephones

NORMAL STAFFING:

FLOORING: VCT fire rated

WALLS: fire rated

CEILING: 9' fire rated

LIGHTING: Color balanced florescent lighting

DOORS /HARDWARE: Security Double-door leading into main hallway with single door leading into hallway to storage area. Card key access to both doors.

ELECTRICAL: Standard

COMMUNICATIONS: 1 Telephone, 2 computer network ports, and intercom

PLUMBING: None

HVAC: Meets office requirements as specified in SFO

SECURITY: Perimeter Protection, motion detection, door alarm

FIRE DETECTION: Ionization

FIRE SUPPRESSION: Wet Pipe

SAFETY: Standard

FURNISHINGS: Shelving

ADAPTABILITY: Large open space

MAINTENANCE LEVEL: According to schedule in SO

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**MUSEUM RESOURCE CENTER  
ROOM BY ROOM REQUIREMENTS  
06/30/2008**

**WORK AREAS**

**ROOM : Artifact Prep Area/Receiving Area**

**CLASSIFICATION:** Pest Management/Dirt (artifact area)

**USUAL ACTIVITY:** Area is designed for preparing objects to go into storage or to leave the facility. Objects are brought in on rolling units or on pallet systems.

**SUGGESTED SIZE:** 1720 SF

**ADJACENCY REQS:** Needs access directly from loading dock, isolation rooms and main storage area.

**DESCRIPTION:** An area that can be used for holding artifacts before they are brought into the clean portion of the facility or as they are leaving the facility. Objects are examined and cleaned here. Need sufficient electricity for lights, computers, and telephone, as well as task lights

Objects received from loading dock are tagged, examined in comparison to records, marks certified, objects held for entry to wet isolation room, dry isolation room, or preparation area. Primarily the object registration area, the acclimatization and holding area after reception at the loading dock. Area is large enough to allow museum shipments to remain until their contents have time to acclimatize to the conditions within the museum. It is at least as large as a semi-trailer so the entire contents may be unloaded without crowding the area. It is large enough to allow palletized objects or containers to be out of the way while other pallets or dollies move by ahead of them.

Space for equipment used for moving artifacts and processing them into the facility is designed into the area. It is equipped with all practical devices helpful to the easy, safe introduction and removal of museum shipments and other types of warehouse loading and unloading activities.

**NORMAL STAFFING:** Major work station for staff.

**FLOORING:** Same as museum storage

**WALLS:** floor to deck

**CEILING:** Minimum 15 foot height

**LIGHTING:** Color balanced florescent lighting with separate task lights

**DOORS /HARDWARE:** Overhead door to enter from loading dock, isolation rooms, or main storage. Exit to main storage via overhead door. Card key, Key. CCTV, motion detection. Two pedestrian doors into loading dock, isolation room, and storage area.

**ELECTRICAL:** Heavy duty duplex outlets are required, as well as pull-down reels.

**COMMUNICATIONS:** 1 Telephone, 2 Computer Lan Ports, CCTV, and intercom

**PLUMBING:** None

**HVAC:** Meets requirements for artifact storage as specified in attachment 1, supply and return screened against infestation

**SECURITY:** Card key, motion detection, CCTV Camera

**FIRE DETECTION:** Ionization

**FIRE SUPPRESSION:** Wet Pipe

**SAFETY:** Standard

**FURNISHINGS:** Minimal laboratory equipment (sinks, venting and vacuuming) for cleaning objects.

**ADAPTABILITY:** open area in middle of room.

**MAINTENANCE LEVEL:** According to schedule in SFO unless otherwise specified

**ROOM : Workroom/shelving room)**

**CLASSIFICATION:** Non-artifact area

**USUAL ACTIVITY:** Includes archival, textile and small artifacts storage system design, layout, fabrication, alterations, picture framing, ethaform mounting, and various museum storage related items are fabricated with light materials. Work areas are dust-free with adequate venting for hot-glue guns.

**SUGGESTED SIZE:** 1216sf

**ADJACENCY REQS:** Directly adjacent to storage area and curatorial supply. Adjoin registrar's office.

**DESCRIPTION:** Storage systems are fabricated here.

**NORMAL STAFFING:** Multiple Work Stations

**FLOORING:** Same as museum storage

**WALLS:** Floor to Decking

**CEILING:** Minimum 15 foot height

**LIGHTING:** Color balanced florescent lighting with separate task lights

**DOORS /HARDWARE:** Overhead door to outside and to storage area. Pedestrian doors to Curatorial Supply and Storage Area, all with card key access.

**ELECTRICAL:** Duplex outlets are required, as well as pull-down reels. Two 220 outlets needed for power tools such as saws, drills, etc.

**COMMUNICATIONS:** 1 Telephone and 1 intercom

**PLUMBING:** Sink with hot and cold water, drain and drain trap and eye wash.

**HVAC:** Meets requirements for artifact storage as specified in attachment 1, separately vented outside.

**SECURITY:** Card key to storage area and to curatorial supply

**FIRE DETECTION:** Ionization

**FIRE SUPPRESSION:** Wet Pipe

**SAFETY:** Eye Wash

FURNISHINGS: Lab sink, work table and equipment, shelving

ADAPTABILITY: Open area

MAINTENANCE LEVEL: According to schedule in SFO unless otherwise specified

**ROOM : Loading Dock/Field Equipment Storage**

**CLASSIFICATION:** Artifact area

**USUAL ACTIVITY:** Receiving deliveries of museum property and equipment

**SUGGESTED SIZE:** 2070sf

**ADJACENCY REQS:** Needs access to receiving room, isolation rooms, and preparation area.

**DESCRIPTION:** Area used for loading and unloading artifacts, supplies and equipment.

**NORMAL STAFFING:**

**FLOORING:** Same as museum storage

**WALLS:** Floor to Decking

**CEILING:** Minimum 15 foot height

**LIGHTING:** Overhead lighting with separate task lights

**DOORS /HARDWARE:** 2 overhead doors leading to the outside. 1 overhead door to receiving/prep room. Doors should be equipped with locks as specified in Criteria document. Pedestrian doors to receiving and double doors to wet and dry isolation as well pedestrian door to outside.

**ELECTRICAL:** 10 Duplex outlets are required, as well as pull-down reels.

**COMMUNICATIONS:** intercom

**PLUMBING:** None

**HVAC:** Meets requirements for artifact storage as specified in attachment 1. Extra ceiling heater for use when overhead doors are open.

**SECURITY:** Security lights are required, a buzzer, closed-circuit television camera and loudspeaker inside and outside the enclosed dock for surveillance purposes. Perimeter protection with outside access provided by card key. Throw lock on exterior door and card key on overhead doors.

**FIRE DETECTION:** Ionization

**FIRE SUPPRESSION:** Wet Pipe

SAFETY: Carbon Monoxide detector

FURNISHINGS: Hydraulic Dock Leveler

ADAPTABILITY: Open area in middle of room.

MAINTENANCE LEVEL: According to schedule in SFO unless otherwise specified

**ROOM : Unisex Restroom (handicapped)**

CLASSIFICATION: Restroom

USUAL ACTIVITY: For workman, delivery, and staff working near loading dock.

SUGGESTED SIZE: 145 sf

ADJACENCY REQS: Unisex restroom off of registrar office.

DESCRIPTION: Small bathroom

NORMAL STAFFING: N/A

FLOORING: Ceramic tile

WALLS: Standard for restroom

CEILING: 8'

LIGHTING: Florescent lighting

DOORS /HARDWARE: Standard with lock

ELECTRICAL: Standard with duplex grounded outlet in restroom.

COMMUNICATIONS: Inter-facility intercom.

PLUMBING: Sink and toilet, shower with hot, cold water and drain with trap

HVAC: Meets restroom requirements as specified in SFO

SECURITY: Perimeter Protection

FIRE DETECTION: Ionization

FIRE SUPPRESSION: Wet Pipe

SAFETY: Non-skid floors

FURNISHINGS: normal bathroom furnishings

ADAPTABILITY: None

MAINTENANCE LEVEL: According to schedule in SFO

**ROOM : Curatorial Supply**

CLASSIFICATION: Artifact area

USUAL ACTIVITY: Storage of curatorial supplies and small equipment for both the center and the parks.

SUGGESTED SIZE: 600sf

ADJACENCY REQS: Wood/steel room, prep area, easy access to loading dock and main storage.

DESCRIPTION: Room for housing frequently used museum supplies such as foam, archival supplies, etc.

NORMAL STAFFING: 1

FLOORING: Same as collections storage

WALLS: Same as collections storage

CEILING: Minimum 15 foot height, cannot be open to the roof

LIGHTING: Florescent lighting

DOORS /HARDWARE: Overhead door and pedestrian door are needed to work room from storage area. Over head door and pedestrian door leading to Curatorial Supply. Overhead door leading to exterior of building and pedestrian door leading to vestibule to outside area. Those doors connecting collection areas or corridors leading to collections areas should be weatherstripped at head, sill, and jambs. Card Key Door locks

ELECTRICAL: standard with pull down

COMMUNICATIONS: Inter-facility intercom.

PLUMBING: Sink with eye wash, dust collector and fume hood

HVAC: Meets artifact requirements as specified in attachment 1

SECURITY: Perimeter Protection w/ card key

FIRE DETECTION: Ionization

FIRE SUPPRESSION: Wet Pipe

SAFETY: Standard



FURNISHINGS: Warehouse racking systems, slotted steel shelving

ADAPTABILITY: Large open space.

MAINTENANCE LEVEL: According to schedule in SO

**ROOM : Isolation Room - Wet**

**CLASSIFICATION:** Pest Management/Dirt (artifact area)

**USUAL ACTIVITY:** Objects are brought in on rolling units or on pallet systems and left for monitoring.

**SUGGESTED SIZE:** 400sf

**ADJACENCY REQS:** Needs to access directly from loading dock so that objects do not go very far into facility before being placed in isolation.

**DESCRIPTION:** An area that can be used for holding wet and/or dirty artifacts before they are brought into the clean portion of the facility.

**NORMAL STAFFING:**

**FLOORING:** Same as collections storage but there should be no leakage from this room to other rooms

**WALLS:** Impermeable, preferably white

**CEILING:** 15'4" Impermeable, preferably white

**LIGHTING:** Color balanced florescent lighting with separate task lights

**DOORS /HARDWARE:** Oversized double doors should lead into room. Doors should be equipped with Card key locks

**ELECTRICAL:** Need sufficient electricity for lights, as well as task lights. Grounded duplex outlets are required.

**COMMUNICATIONS:** intercom

**PLUMBING:** Floor drain with accessible catch trap required, also cold water spigot and sink

**HVAC:** Meets requirements for artifact storage as specified in Attachment 1, requires outside ventilation because of possible infestation of insects and dirt on objects, or supply and return screened

**SECURITY:** Card Key, motion detection

**FIRE DETECTION:** Ionization

**FIRE SUPPRESSION:** Wet Pipe

SAFETY: Standard

FURNISHINGS: Shelving, cabinets and pallets

ADAPTABILITY: Open area

MAINTENANCE LEVEL: Maintained by Collection Management Staff

**ROOM : Isolation Room - Dry**

**CLASSIFICATION:** Pest Management/Dirt (artifact area)

**USUAL ACTIVITY:** Objects are brought in on rolling units or on pallet systems and left for monitoring.

**SUGGESTED SIZE:** 400 SF

**ADJACENCY REQS:** Needs to access directly from loading dock so that objects do not go very far into facility before being placed in isolation.

**DESCRIPTION:** An area that can be used for holding artifacts that are possibly infested before they are brought into the clean portion of the facility.

**NORMAL STAFFING:**

**FLOORING:** Same as collections storage

**WALLS:** Impermeable, preferably white

**CEILING:** Impermeable, preferably white, 15' high

**LIGHTING:** Color balanced florescent lighting with separate task lights

**DOORS /HARDWARE:** Oversized double doors leading to preparation room. Door should be equipped with Card Key lock

**ELECTRICAL:** Need sufficient electricity for lights, as well as task lights.

**COMMUNICATIONS:** intercom

**PLUMBING:** None

**HVAC:** Meets requirements for artifact storage as specified in attachment 1, requires outside ventilation because of possible infestation of insects, or supply and return screened

**SECURITY:** Card Key locks, motion detection

**FIRE DETECTION:** Ionization

**FIRE SUPPRESSION:** Wet Pipe

**SAFETY:** Standard

FURNISHINGS: Shelving, cabinets and pallets

ADAPTABILITY: Open area

MAINTENANCE LEVEL: Maintained by Collection Management Staff

**ROOM NAME:** Archeology Field Equipment Storage (off loading dock)

**CLASSIFICATION:** Storage, dirty equipment

**USUAL ACTIVITY:** Equipment used in the field by archeologists are stored, maintained and repaired in this room. Objects are of various sizes, shapes and weight and may require cleaning or repair.

**SUGGESTED SIZE:** included in loading dock square footage

**ADJACENCY REQS:** Access through the loading dock.

**DESCRIPTION:** Three basic storage areas permanent racks and shelves located around the perimeter to allow for organization of the equipment.

**NORMAL STAFFING:**

**FLOORING:** Non-porus surfaces that will hold up under heavy exposure to ground-in dirt and possibly water. Floor must be able to withstand weight.

**WALLS:** Standard

**CEILING:** 12

**LIGHTING:** Motion sensitive color balanced florescent lighting.

**DOORS/HARDWARE:** Double doors to two areas and 1 overhead door allow passage of wheel barrows and other oversized equipment with door lock

**ELECTRICAL:** Standard.

**PLUMBING:** None

**HVAC:** Meets requirements for artifact storage as specified in attachment 1, supply and return must be screened.

**SECURITY:** perimeter protection with door locks

**FIRE DETECTION:** Ionization

**FIRE SUPPRESSION:** Wet Pipe

**SAFETY:** Standard

FURNISHING REQS: Including, but not limited to; permanent shelving and racks along walls for storage of equipment. Lockable cabinets for storage of transits, cameras and other valuable field equipment.

ADAPTABILITY: None

MAINTENANCE LEVEL: Maintained by Collection Management Staff

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**ROOM : Front Electric Room**

CLASSIFICATION: Computer Room

USUAL ACTIVITY: Continuously running Local Area Network and peripherals as well as Telephone System, fire and security alarm panels. Rear part of room contains building UPS and emergency panels as well as building climate control system.

SUGGESTED SIZE: 345sf

ADJACENCY REQS: Directly connected hallway near lobby

DESCRIPTION: Local Area Network, peripherals, heavy duty electric

NORMAL STAFFING: 1

FLOORING: VCT- fire rated

WALLS: fire rated

CEILING: 9'8" fire-rated

LIGHTING: Color balanced florescent lighting

DOORS /HARDWARE: fire door to hallway, card key system

ELECTRICAL: Four dedicated circuits spread throughout room

COMMUNICATIONS: Telephone, computer network ports, and intercom

PLUMBING: None

HVAC: Must maintain normal working environment within the range of computer equipment.

SECURITY: Perimeter and door protection

FIRE DETECTION: Ionization

FIRE SUPPRESSION: Wet Pipe

SAFETY: Anti-static and surge protection precautions for computers in use.

FURNISHINGS: Computer furnishing and equipment related to LAN.



ADAPTABILITY: Open area

MAINTENANCE LEVEL: According to schedule in SO

**ROOM : Rear Electric Room****CLASSIFICATION:** Utility Room**USUAL ACTIVITY:** All electrical service is run from building electric room into this room on NPS rental space. Room contains emergency panels as well as Generator control panel.**SUGGESTED SIZE:** 150sf**ADJACENCY REQS:** At rear of building next to main electric room for entire building.**DESCRIPTION:** Concrete room with breaker panels spread across all walls.**NORMAL STAFFING:****FLOORING:** concrete**WALLS:** fire rated**CEILING:** 25"**LIGHTING:** Color balanced florescent lighting**DOORS /HARDWARE:** fire door to rear vestibule, key access**ELECTRICAL:** Panel connections**COMMUNICATIONS:** none**PLUMBING:** None**HVAC:** Must maintain normal working environment within the range of electric equipment.**SECURITY:** Perimeter and door protection**FIRE DETECTION:** Ionization**FIRE SUPPRESSION:** Wet Pipe**SAFETY:** Threat of electric shock

FURNISHINGS: None

ADAPTABILITY: Open area

MAINTENANCE LEVEL: According to schedule in SO

**MUSEUM RESOURCE CENTER  
ROOM BY ROOM REQUIREMENTS  
8/24/98**

**STORAGE AREAS**

**ROOM NAME:** Collection Storage

**CLASSIFICATION:** Artifact Storage (Artifact Area)

**USUAL ACTIVITY:** Once storage systems are built, access will be to remove objects, place them in storage and inspect or examine objects.

**SIZE:** remainder of facility

**Collections to be Housed:**

Archives

History

Archeology

Vietnam Veterans

DOI

Natural History

**ADJACENCY REQUIREMENTS:** Collection object movement is through clear corridors to those areas where objects may go: object preparation area; conservation labs; processing; and exhibit. These areas need not be adjacent but movement must be according to specification for clear corridors.

**DESCRIPTION:** Storage space is flexible; large, more or less unobstructed space is needed. Column locations do not waste space. The plan for support column arrangement ties in with storage layout which utilizes storage shelves with average six-foot aisles. The best structural system must also provide consideration of maximum usable space. Beam depths and spacing, column spacing, locations of wall openings, clearances of floor heights to ducts and ceiling are conducive to the storage plan and layout of twelve-foot high slotted steel storage units to sixteen-foot high cold storage unit.

**NORMAL STAFFING:** None

**FLOORING:** Concrete with hardener and epoxy sealer. Floor loads with a wide margin of safety. Floor loads anticipate possible use of mezzanine flooring creating two working levels in areas used exclusively for cabinet storage.

**CEILING:** 25' It is important in museum buildings to avoid false ceilings which conceal utility runs and openings in the ceiling leading to insulation. One solution is unified suspended ceiling

runs for utilities, plumbing, ducts, etc., with no false ceilings. Ceiling height must be 20 foot usable. Walls dividing the work areas and the storage areas must be floor to deck.

**LIGHTING:** Scheme of indirect lighting with local light controls. Storage lighting is versatile to allow for increased lighting for brief periods during more detailed work. For some activities in storage an auxiliary lighting system is suggested. Ceilings and floors allow bouncing light and are painted with ultraviolet absorbing pigments. Overall illumination in all collection storage areas is limited to the level of sensitive materials and the proportion of ultra-violet light is controlled. Lighting should be subject to motion sensors with a system of 6 lights. Three come on with motion sensor and the other 3 by throwing a switch.

**DOORS/HARDWARE:** There should be no doors leading to any areas that are not environmentally controlled. Interior doors through which museum objects may move have viewing panels to prevent accidents involving moving cultural property. Oversized double doors may also be accompanied by standard pedestrian doors if the same corridors support staff movement also. All interior doors are Card key controlled to create successive perimeters of security with-in the building.

Doors are insulated, incorporating thermal breaks between inside and outside the storage area.

**ELECTRICAL:** Electric outlets should be located around the perimeter and at some beam support columns. Pull-down cords should be distributed throughout the storage area to provide sufficient outlets.

**COMMUNICATIONS:** Intercom, telephones are placed at 3 work stations in the storage area

**PLUMBING:** No plumbing or roof drainpipes in ceiling except for sprinkler system.

**HVAC:** Must meet artifact storage requirements as specified. The mechanical control system and duct delivery pattern must be designed to avoid pockets of uncontrolled air. The top of storage units is away from any air diffuses so the supply of air is tempered by room air before it strikes stored items. Redundant heating and air conditioning, humidity system must be used that is concurrent and controlled by tenant via computer.

**SECURITY:** Redundant systems, MAG locks, Card key system, motion detection, and perimeter alarms.

**FIRE DETECTION:** HSSD, Ionization or projected beam photoelectric

**FIRE SUPPRESSTON:** Wet Pipe

**SAFETY:** Ground faults

**FURNISHINGS:** Shelving and cabinets

MAINTENANCE LEVEL: Objects maintained by Collection Management Staff with area maintained by daily maintenance worker.

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ROOM NAME: Special **Collections Room**

CLASSIFICATION: Artifact Storage (Artifact Area)

USUAL ACTIVITY: Once storage systems are built, access will be to remove objects, place them in storage and inspect or examine objects.

SIZE: 320sf

ADJACENCY REQUIREMENTS: To main artifact storage area

DESCRIPTION: Space has only oversized double doors to allow entry to facility through storage area. One of a kind paperwork and collections will be kept there.

NORMAL STAFFING: None

FLOORING: Concrete with hardener and epoxy sealer.

CEILING: 9'8"

LIGHTING: UV filtered fluorescent lighting

DOORS/HARDWARE: Oversized double doors Card key controlled

ELECTRICAL: standard

COMMUNICATIONS: Intercom

PLUMBING: None

HVAC: Must meet artifact storage requirements as specified.

SECURITY: Card key system, motion detector

FIRE DETECTION: HSSD, Ionization or projected beam photoelectric

FIRE SUPPRESSTON: Wet Pipe

SAFETY:

FURNISHINGS: Shelving and fire resistant cabinets

MAINTENANCE LEVEL: Objects maintained by Collection Management Staff with area maintained by daily maintenance worker.

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**MUSEUM RESOURCE CENTER  
ROOM BY ROOM REQUIREMENTS  
8/24/98**

**LABORATORY AREAS**

**ROOM : Processing Room**

CLASSIFICATION: (artifact area)

USUAL ACTIVITY: Sorting, inventorying and cataloging museum objects.

SUGGESTED SIZE: 690sf

ADJACENCY REQS: Next to storage and VVM Press access area.

DESCRIPTION: Space is designed open so different tables and equipment can be brought into space.

NORMAL STAFFING: 4

FLOORING: VTC

WALLS: Standard

CEILING: 12'

LIGHTING: Color balanced florescent lighting with versatile track lighting.

DOORS /HARDWARE: Oversized security double doors leading from storage area into this area. Single security door leads to hallway with card key lock.

ELECTRICAL: High use for computer scanners, printers, and computer.

COMMUNICATIONS: 1 Telephone, 4 computer network ports, and inter-facility intercom.

PLUMBING: None

HVAC: Meets requirements for artifact storage as specified per attachment 1

SECURITY: Perimeter Protection, motion detection, card key both doors

FIRE DETECTION: Ionization

FIRE SUPPRESSION: Wet Pipe

SAFETY: Standard

FURNISHINGS: Layout tables and chairs, computer equipment. 1 row of systems furniture

ADAPTABILITY: Open space

MAINTENANCE LEVEL: According to schedule in SFO unless otherwise specified

**ROOM: Conservation Lab**

**CLASSIFICATION:** Laboratory (artifact area)

**USUAL ACTIVITY:** Performance of complex processes to prolong life of artifacts. Space has different requirements than routine cleaning and processing of artifacts

**SUGGESTED SIZE:** 440sf

**ADJACENCY REQS:** Near main storage areas

**DESCRIPTION:** Maximum flexibility is desirable. Laboratories are designed with maximum capabilities for conversion from one object type to another, contains large sink

**NORMAL STAFFING:** 2

**FLOORING:** Non-porous surfaces, easily cleaned fixtures and chemical resistant finishes

**WALLS:** Standard

**CEILING:** 12'

**LIGHTING:** Color balanced florescent lighting with independent task lights

**DOORS /HARDWARE:** Card key lock, security double door into conservation area from storage area and single security door into hallway.

**ELECTRICAL:** Sufficient to handle laboratory equipment

**COMMUNICATIONS:** 1 Telephone, 2 network ports, and intercom

**PLUMBING:** Utility service systems required are water, gas, and fume venting. Systems are not exposed and service lines may not enter overhead or cause housekeeping problems, hot and cold water, eye wash and shower, sink should have mud trap

**HVAC:** Meets requirements for artifact storage as specified per attachment 1, separate zone from collection storage, separately vented to outside

**SECURITY:** Card key, motion detection

**FIRE DETECTION:** Ionization

**FIRE SUPPRESSION:** Wet Pipe

**SAFETY:** Eye Wash & emergency shower

FURNISHINGS: Laboratory work benches and sink, drawers, cabinets and shelves.

ADAPTABILITY: Open space with cabinets and equipment around walls and center

MAINTENANCE LEVEL: According to schedule in SFO unless otherwise specified.

**ROOM NAME:**        **Archeology Multipurpose Room**

**CLASSIFICATION:** Office, laboratory, (Artifact area)

**USUAL ACTIVITY:** Activities usual and necessary for the preparation of graphics for archeological reports, stable storage for maps, and supportive documentation. Computer and research access and exhibit preparation. Training and research collections will be located in this space.

**SUGGESTED SIZE:** 840sf

**ADJACENCY REQS:** Should be adjacent to collections storage area and archeological offices. Clear corridor access to stabilization/wet & analytical laboratory.

**DESCRIPTION:** Drafting table and map storage cases will be located here. Large tables for map review by staff and researchers and exhibit layout (artifacts and text). An area where exhibit preparation such as cutting foam core and text mounting will also be here. Computer access to data base and word processing is necessary, outlets available to work areas through "drop down" lines.

**NORMAL STAFFING:** Will vary depending on projects.

**FLOORING:** VCT

**WALLS:** Standard

**CEILING:** 9'8"

**LIGHTING:** Color balanced florescent lighting

**DOORS/HARDWARE:** Standard double doors with lock into Analytical Lab with single card key door to hallway.

**ELECTRICAL:** Standard with drop down lines through room

**COMMUNICATIONS:** 1 Telephone, 4 computer network ports

**PLUMBING:** None

**HVAC:** Meets storage requirements as specified in SO

**SECURITY:** Card key, motion detection

**FIRE DETECTION:** Ionization

**FIRE SUPPRESSION:** Wet Pipe

SAFETY: First aid kit available

FURNISHINGS REQS: Including, but not limited to; drafting table and map storage cases, large tables for map review and exhibit layout. Work bench type table for cutting foam core and mounting text. Computer work station, researchers work station. File cabinets for supporting documentation. Work area lights. Cabinets with drawers and shelves to store equipment and supplies

ADAPTABILITY REQS: Flexibility is desired as this room will have multi functions.

MAINTENANCE Level: According to schedule in SO unless otherwise notified

**ROOM NAME: Archeology Analytical Laboratory**

**CLASSIFICATION:** Laboratory, Artifact (Artifact area)

**USUAL ACTIVITY:** Artifacts recovered from archeological excavations are cataloged and analyzed here. Data entry and object study will also take place.

**Suggest Size:** 600sf

**ADJACENCY REQS:** Should be adjacent to stabilization/wet lab with clear corridors to the Collections Storage area

**DESCRIPTION:** Work stations for cataloging objects, individual work space and a large flat surface for artifact layout. Sufficient space along the walls is necessary for placement of cabinets containing training and research collections. Secured cabinet storage for valuable and sensitive objects. Outlets available to work areas, possibly through "drop down" lines.

**NORMAL STAFFING:** 1 to 5 depending on projects.

**FLOORING:** VCT

**WALLS:** Standard

**CEILING:** 9'8"

**LIGHTING:** Color balanced florescent lighting with desk lamps in individual work areas

**DOORS/HARDWARE:** Double-wide doors with locks leading into multipurpose room and Wet Lab.

**ELECTRICAL:** Standard with drop down lines in center of room

**COMMUNICATIONS:** 1 Telephone, 2 computer network ports, and intercom

**PLUMBING:** None

**HVAC:** Meets requirements for artifact storage as specified per attachment 1

**SECURITY:** Perimeter protection, motion detector, door alarms

**FIRE DETECTION:** Ionization

**FIRE SUPPRESSION:** Wet Pipe

**SAFETY:** Standard

FURNISHINGS REQS: Including, but not limited to; lab tables resistant to water and heavy exposure to grit and dirt. Tables at height comfortable to work at while standing or seated on standard lab stools. Work areas and tables equipped with desk lamp and computers where applicable. Cabinets with drawers and shelves to store supplies and limited personal objects. Museum cabinets for storage of research and study collections. Several file cabinets for necessary documentation and other paperwork.

ADAPTABILITY REQS: Some flexibility is desirable

MAINTENANCE Level: According to schedule in SFO unless otherwise specified



**ROOM NAME: Archeology Wet Laboratory**

**CLASSIFICATION:** Laboratory (Artifact-area)

**USUAL ACTIVITY:** Artifacts recovered during archeological excavations arrive here from the Wet/Dirty Isolation room. Artifacts will be cleaned and sorted prior to cataloging.

**SUGGESTED SIZE:** 540sf

**ADJACENCY REQS:** Must be adjacent to the Wet/Dirty Isolation room with an entrance to the Field Equipment room. Clear corridors to the Stabilization and Analytical Labs is required.

**DESCRIPTION:** This lab will need space for washing and dry brushing artifacts. Movable or permanent drying racks in a well ventilated area preferably near the sink. Counters along two wall with work tables at a height that allows for comfortable standing or sitting (on stools) while washing.

**NORMAL STAFFING:** 2 - 4

**FLOORING:** VCT

**WALLS:** Standard

**CEILING:** 9'8"

**LIGHTING:** Color balanced florescent lighting

**DOORS/HARDWARE:** Standard double door with lock from analytical lab and security door to storage area with card key lock. Overhead door to storage area with card key lock.

**ELECTRICAL:** Standard, but may need to use ground fault interrupter outlets because of proximity of water. Drop down lines in center of room.

**COMMUNICATIONS:** 1 Telephone

**PLUMBING:** Standard water lines (hot and cold). Stainless steel sink with hose sprayer and mud trap on drain.

**HVAC:** Meets storage area requirements as specified in SFO

**SECURITY:** Perimeter Protection, door locks, motion detector, card key lock

**FIRE DETECTION:** Ionization

**FIRE SUPPRESSION:** Wet Pipe

SAFETY: Ground fault interruptors

FURNISHINGS REQS: Including, but not limited to; lab tables resistant to water and heavy exposure to dirt. Tables at height comfortable to work at while standing or seated on standard lab stools. Cabinets with drawers and shelves to store supplies. One desk, away from work area, for necessary paperwork. Drying racks with removable screens.

ADAPTABILITY REQS: Some flexibility is desirable

MAINTENANCE Level: According to schedule in SFO unless otherwise specified

## EXHIBIT D

### GOVERNMENT AGENCY STATEMENT OF WORK

Site - 3300 Hubbard Rd., Landover, MD

LMD00474

The following Statement of Work items have been communicated from the current Government tenant agency, which are a part of the program of requirements, as referenced in Exhibit D:

\*Door Replacements: There are 6 sets of double doors that must be replaced. These 6 new sets of double doors are located in the following rooms/areas: special collections; conservation lab; both processing rooms; storage room; and main entrance to the storage area. These 6 new sets of double doors all need to have a 2-hour fire rating plus new hardware; including any other components to make these doors fully function, such as any missing center astragals.

\*Painting – Have the front portion of lease Premises painted, using a semi-gloss paint on all the partition walls in the following rooms/areas: all offices; eating area; lobby; hallways; conference rooms; training room [first remove the carpet on the walls in this particular room before painting]; and the specialty rooms.

LMD00474 - Exhibit D

Washington Commerce Center					
Master Equipment List			Manufacturer	Model	Responsible Party
Updated: 11/8/19					
3300 Hubbard Road	AHU-1A Rear Lot Platform serves National Park Service	Trane	SLHFC604CT77E9AD9011A0DEOG0K0000T00800	LESSOR	C99F09546M
	AHU-1B Rear Lot Platform serves National Park Service	Trane	SLFHC604CT77E9AD9011A0DEOG0K0000T00H00	LESSOR	C99F09545M
	AHU-2 Rooftop/Northeast Rear serves National Park Service	Trane	SXHFC4040T56E6BD9011A0DEOG0K0000T00800	LESSOR	C99F09547M
Boiler room	Boiler	Weil-McLain	P-588W Burner -WCR1-G-12	LESSOR	Burner # 109991484
Boiler room	Boiler	Weil-McLain	P-588W Burner -WCR1-G-12	LESSOR	Burner # 109991485
	AHU-3 Rooftop/Northeast Front serves National Park Service	Trane	SXHGC9040P86ED8D9001A0DEOGK0000T0000	LESSOR	C99F09548M
	AHU-4 Rooftop/Northwest Corner serves National Park Service	Trane	WSC120E4RKA09A0000000000000E	LESSOR	114812345L

CRITERIA FOR SPACE FOR THE MUSEUM RESOURCE CENTER  
NATIONAL PARK SERVICE – NATIONAL CAPITAL REGION

LESSOR:X

GOVERNMENT:X

Washington Commerce Center					
	Master Equipment List	Manufacturer	Model	Responsible Party	Serial
Updated: 11/8/19					
Chiller	MAU Northeast Corner serves National Park Service	Greenheck	MSX-109-H12-DB	LESSOR	12711498
	Chiller	Trane #1	Model# SLHFC604CT77E9AD9011A0DE0G0K0000 T00800 serial# C99F09545M	LESSOR	
Chiller	Chiller	Trane #2	Model# SLHFC604CT77E9AD9011A0DE0G0K0000 T00800 serial# C99F09546M	LESSOR	

Humidifier: The humidifier unit is attached to the back wall of the main storage area and is in need of immediate replacement.

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## SECURITY REQUIREMENTS – FACILITY SECURITY LEVEL II

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THESE PARAGRAPHS CONTAIN ADDITIONAL SECURITY REQUIREMENTS, AND, UNLESS INDICATED OTHERWISE, ARE TO BE PRICED AS PART OF THE BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC). WHERE THEY ARE IN CONFLICT WITH ANY OTHER REQUIREMENTS ON THIS LEASE, THE STRICTEST SHALL APPLY.

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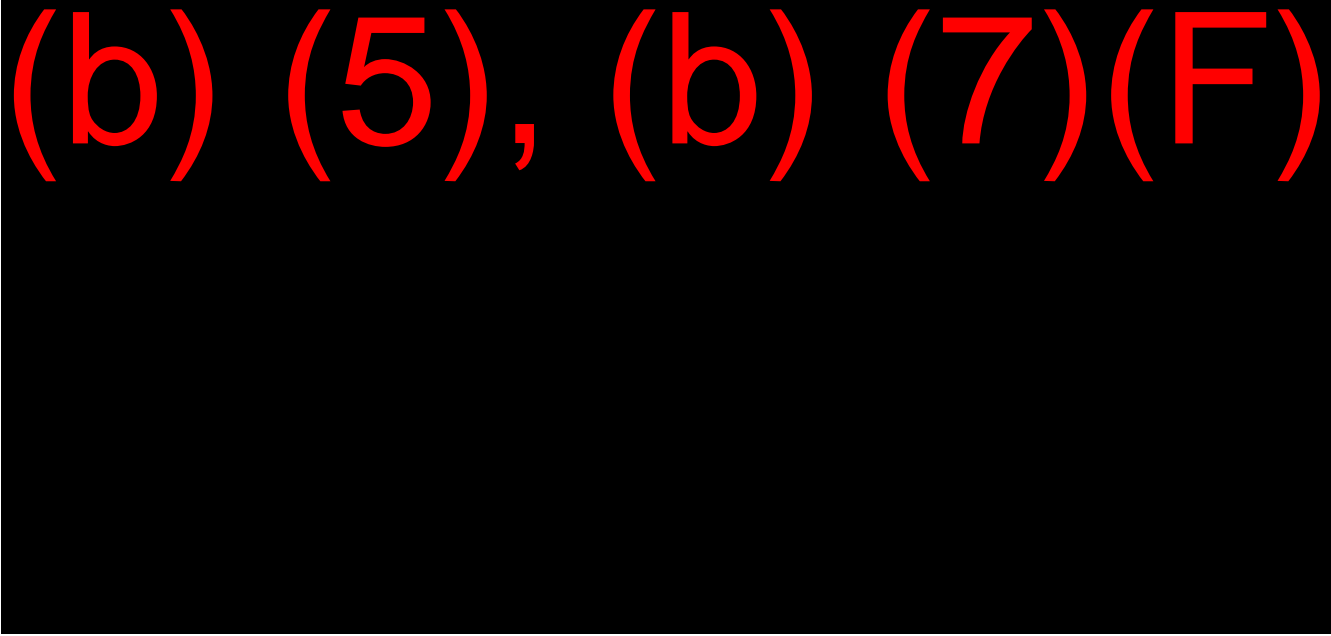
### DEFINITIONS:

**CRITICAL AREAS** - The areas that house systems that if damaged or compromised could have significant adverse consequences for the facility, operation of the facility, or mission of the agency or its occupants and visitors. These areas may also be referred to as “limited access areas,” “restricted areas,” or “exclusionary zones.” Critical areas do not necessarily have to be within Government-controlled space (e.g., generators, air handlers, electrical feeds which could be located outside Government-controlled space).

**SENSITIVE AREAS** – Sensitive areas include vaults, SCIFs, evidence rooms, war rooms, and sensitive documents areas. Sensitive areas are primarily housed within Government-controlled space.

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(b) (5), (b) (7)(F)



(b) (5), (b) (7)(F)

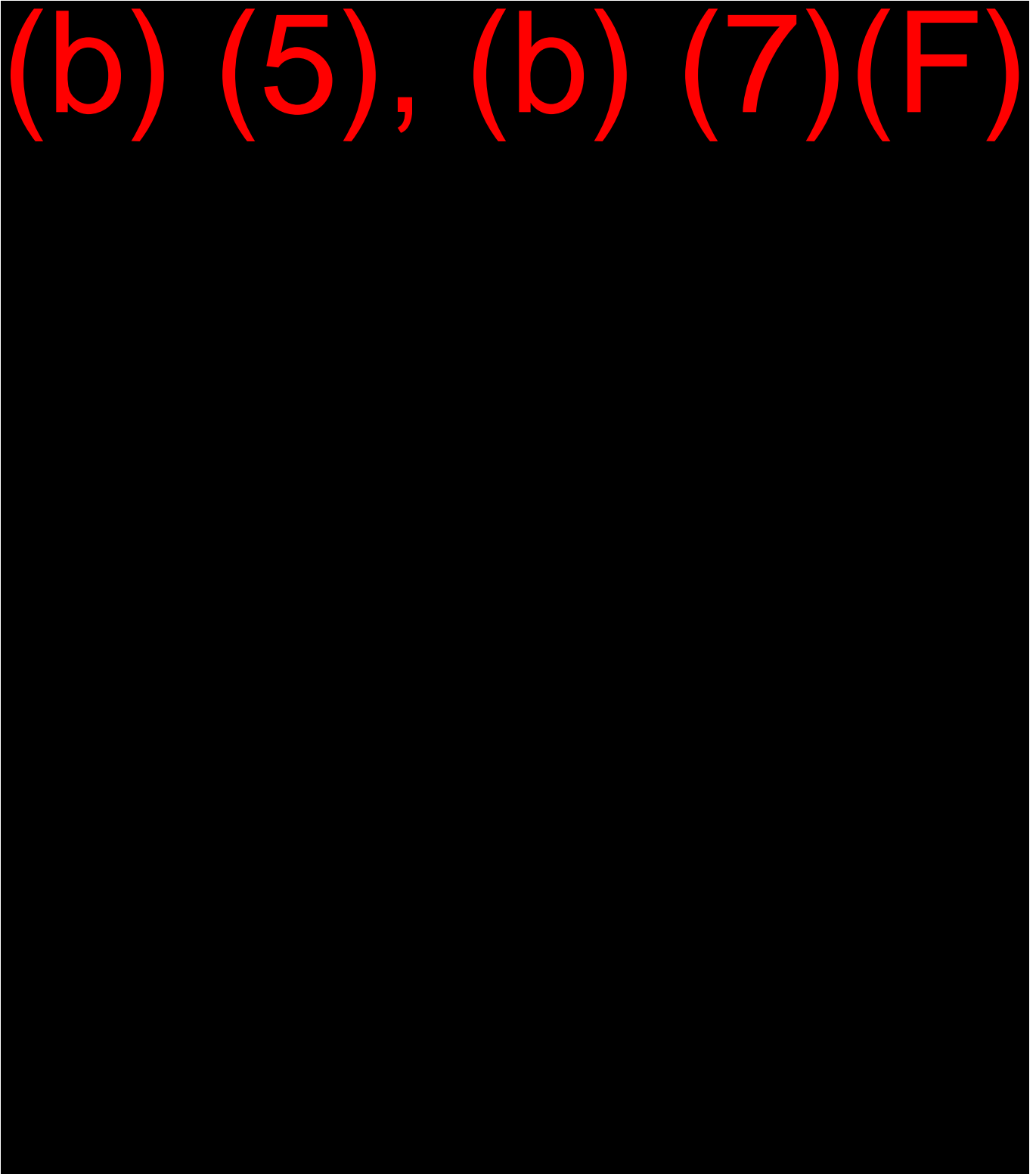


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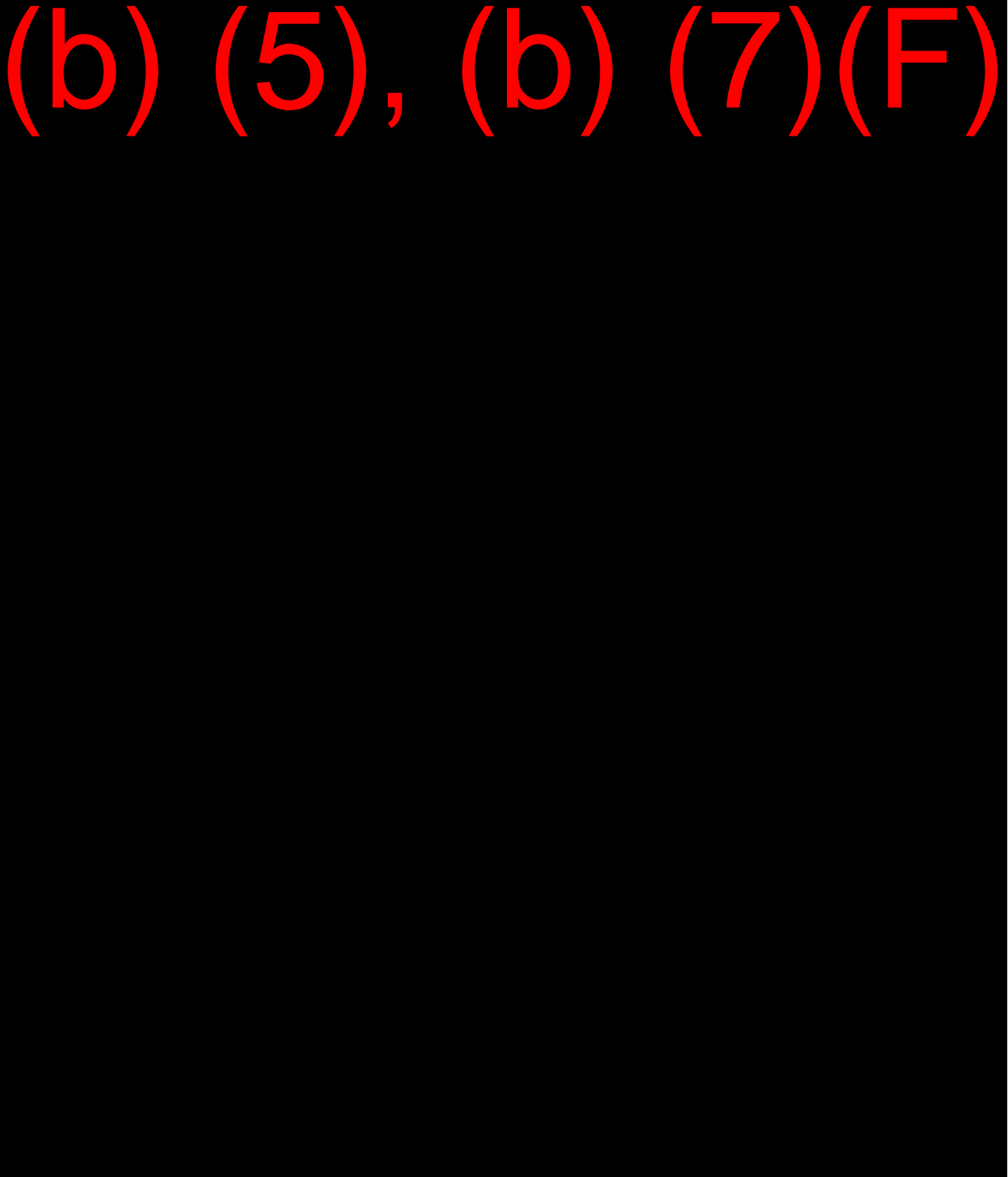




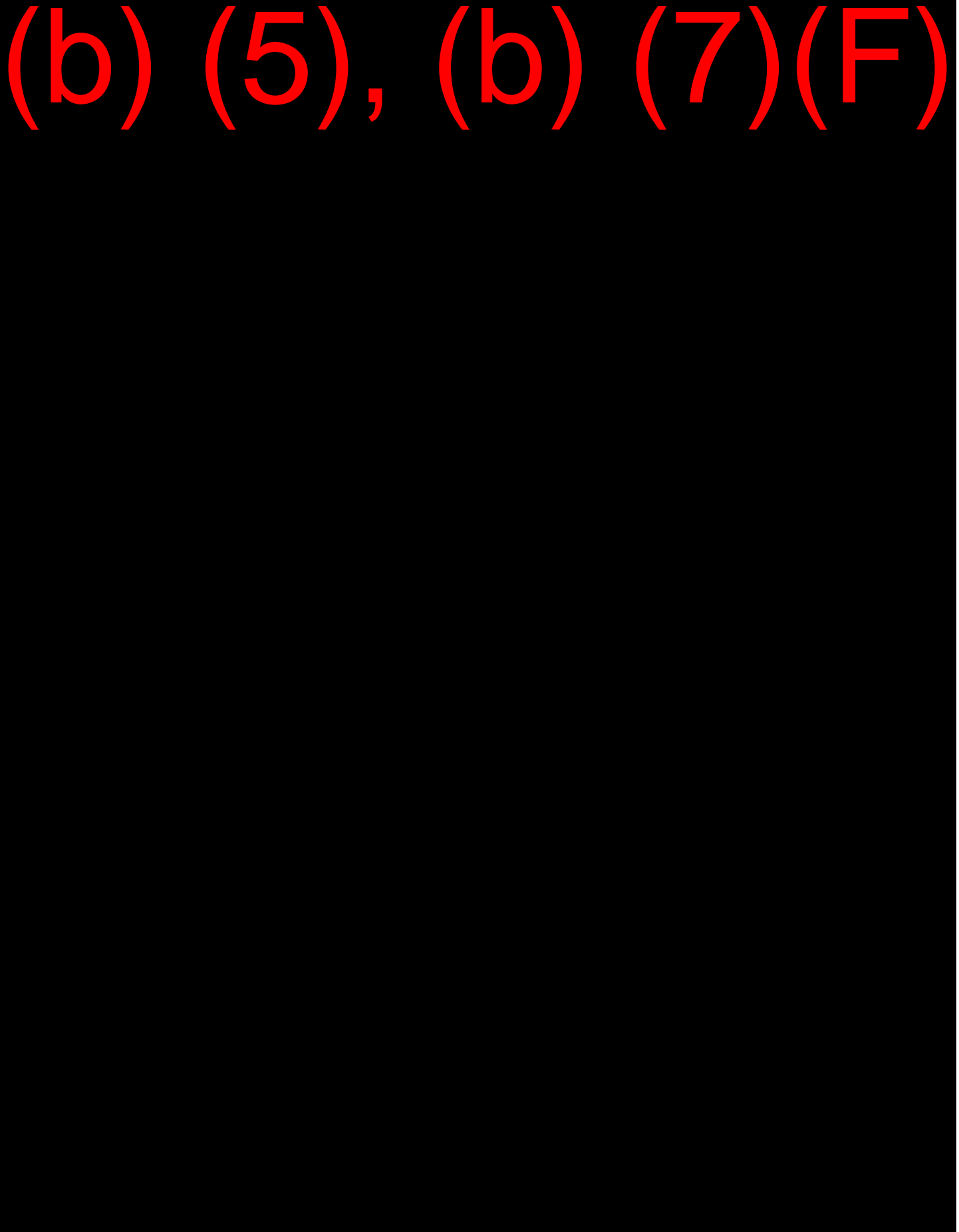
(b) (5), (b) (7)(F)



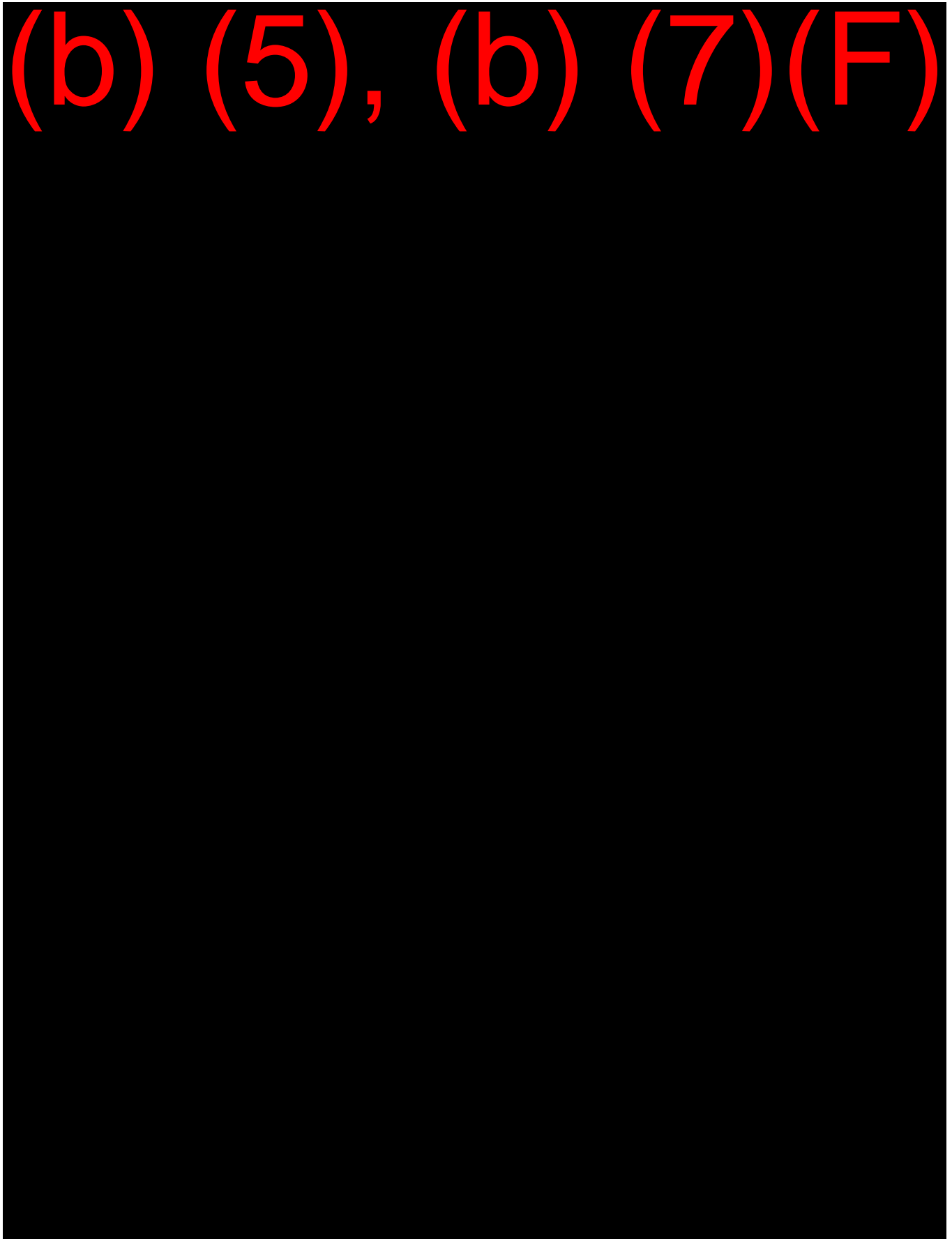
(b) (5), (b) (7)(F)



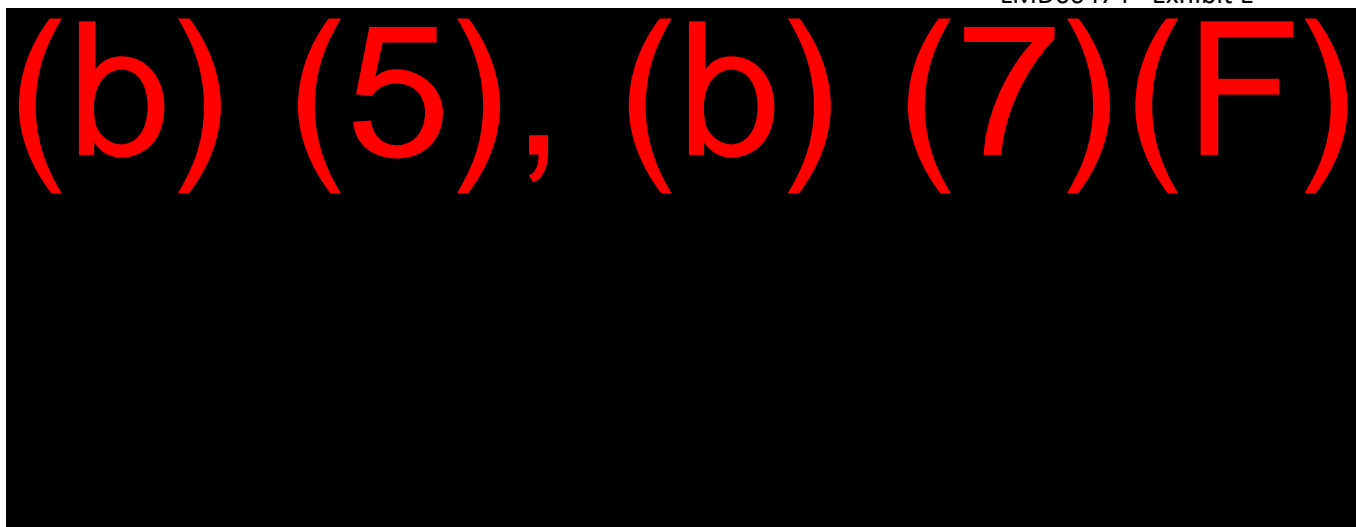
(b) (5), (b) (7)(F)



(b) (5), (b) (7)(F)



(b) (5), (b) (7)(F)



<b>LESSOR'S ANNUAL COST STATEMENT</b> <i>Important - Read attached "Instructions"</i>	<b>OMB Control Number: 3090-0086</b> <b>Expiration Date: 11/30/2019</b>
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Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 3090-0086. We estimate that it will take 2 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

1. Request for Lease Proposals (RLP)		2. Statement Date
6MD0272 RLP		11/12/2019
3. Rental Area (Square Feet)	3A. Entire Building	3B. Leased by Government
125,066	125,066	51,630

4. Building Name and Address (*Number, Street, City, State, and Zip Code*)

Washington Commerce Center 3  
3300 Hubbard Road  
Hyattsville, MD 20785

**SECTION I - ESTIMATED ANNUAL COST OF SERVICES AND UTILITIES  
FURNISHED BY LESSOR AS PART OF RENTAL CONSIDERATION**

(b) (4)

(b) (4)

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**GENERAL CLAUSES**  
**(Acquisition of Leasehold Interests in Real Property)**

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<b>CATEGORY</b>	<b>CLAUSE NO.</b>	<b>48 CFR REF.</b>	<b>CLAUSE TITLE</b>
GENERAL	1		SUBLETTING AND ASSIGNMENT
	2	552.270-11	SUCCESSORS BOUND
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN
	4	552.270-24	STATEMENT OF LEASE
	5	552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	552.270-26	NO WAIVER
	7		INTEGRATED AGREEMENT
	8	552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9		DELIVERY AND CONDITION
	10		DEFAULT BY LESSOR
	11	552.270-19	PROGRESSIVE OCCUPANCY
	12		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT
	13		FIRE AND CASUALTY DAMAGE
	14		COMPLIANCE WITH APPLICABLE LAW
	15	552.270-12	ALTERATIONS
	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY
PAYMENT	17	52.204-7	SYSTEM FOR AWARD MANAGEMENT
	18	52.204-13	SYSTEM FOR AWARD MANAGEMENT
	19	552.270-31	MAINTENANCE
	20	52.232-23	PROMPT PAYMENT
	21		ASSIGNMENT OF CLAIMS
	22	52.232-33	PAYMENT
STANDARDS OF CONDUCT	23	52.203-13	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
	24	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	25	552.270-32	COVENANT AGAINST CONTINGENT FEES
	26	52-203-7	ANTI-KICKBACK PROCEDURES
	27	52-223-6	DRUG-FREE WORKPLACE
	28	52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	29	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	30	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	31	552.270-13	PROPOSALS FOR ADJUSTMENT
	32		CHANGES
AUDITS	33	552.215-70	EXAMINATION OF RECORDS BY GSA
	34	52.215-2	AUDIT AND RECORDS—NEGOTIATION



DISPUTES	34	52.233-1	DISPUTES
LABOR STANDARDS	35	52.222-26	EQUAL OPPORTUNITY
	36	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	37	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	38	52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	39	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
	40	52.222-37	EMPLOYMENT REPORTS ON VETERANS
SUBCONTRACTING	41	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	42	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	43	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	44	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	45	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	46	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
	47	552.219-73	GOALS FOR SUBCONTRACTING PLAN

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

**GENERAL CLAUSES**  
(Acquisition of Leasehold Interests in Real Property)

**1. SUBLETTING AND ASSIGNMENT (JAN 2011)**

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

**2. 552.270-11 SUCCESSORS BOUND (SEP 1999)**

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

**3. 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)**

(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

**4. 552.270-24 STATEMENT OF LEASE (SEP 1999)**

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

**5. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)**

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

**6. 552.270-26 NO WAIVER (SEP 1999)**

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

**7. INTEGRATED AGREEMENT (JUN 2012)**

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made a part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

**8. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)**

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

**9. DELIVERY AND CONDITION (JAN 2011)**

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

(b) The Government may elect to accept the Space notwithstanding the Lessor's failure to deliver the Space substantially complete; if the Government so elects, it may reduce the rent payments.

#### 10. DEFAULT BY LESSOR (APR 2012)

(a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

**11. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)**

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

**12. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (APR 2015)**

The Lessor shall maintain the Property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Award Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

**13. FIRE AND CASUALTY DAMAGE (JUN 2016)**

If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the building in which the Premises are located are only partially destroyed or damaged, so as to render the Premises untenable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed **270 days** from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Premises within **60 days** of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within **270 days** from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

Nothing in this lease shall be construed as relieving Lessor from liability for damage to, or destruction of, property of the United States of America caused by the willful or negligent act or omission of Lessor.

**14. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)**

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against

it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

**15. 552.270-12 ALTERATIONS (SEP 1999)**

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

**16. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 2015)**

(a) Ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, and a Certificate of Occupancy has been issued as set forth below.

(b) The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

(c) The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the Space without a Certificate of Occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this Lease.

**17. 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)**

*This clause is incorporated by reference.*

**18. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)**

*This clause is incorporated by reference.*

**19. 552.270-31 PROMPT PAYMENT (JUN 2011)**

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date—*

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register**

semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and

(iii) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

## **20. 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)**

(Applicable to leases over the micro-purchase threshold.)

(a) The Contractor, under the Assignment of Claims Act, as amended, [31 U.S.C. 3727](#), [41 U.S.C. 6305](#) (hereafter referred to as “the Act”), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

## **21. PAYMENT (MAY 2011)**

(a) When space is offered and accepted, the amount of American National Standards Institute/Building Owners and Managers Association Office Area (ABOA) square footage delivered will be confirmed by:

(1) The Government’s measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such



plans or

(2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

(b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.

(c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is:  $(1+CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$

**22. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JUL 2013)**

*This clause is incorporated by reference.*

**23. 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)**

(Applicable to leases over \$5.5 million total contract value and performance period is 120 days or more.)

*This clause is incorporated by reference.*

**24. 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

**25. 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

*This clause is incorporated by reference.*

**26. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)**

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

*This clause is incorporated by reference.*

**27. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)**

(Applicable to leases over \$5.5 Million total contract value and performance period is 120 days or more.)

(a) Definition.

“United States,” as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)—

- (1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—
  - (i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
  - (ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.
- (2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.
- (3) Any required posters may be obtained as follows:

<b>Poster(s)</b>	<b>Obtain from</b>
GSA Office of Inspector General “FRAUDNET HOTLINE	Contracting Officer

(Contracting Officer shall insert—

- (i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and
- (ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract—

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

**28. 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

(1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

**29. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)**

(Applicable when cost or pricing data are required for work or services over \$750,000.)  
*This clause is incorporated by reference.*

**30. 552.270-13 PROPOSALS FOR ADJUSTMENT (SEP 1999)**

(a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.

(b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following detail—

- (1) Material quantities and unit costs;
- (2) Labor costs (identified with specific item or material to be placed or operation to be performed;
- (3) Equipment costs;
- (4) Worker's compensation and public liability insurance;
- (5) Overhead;
- (6) Profit; and
- (7) Employment taxes under FICA and FUTA.

(c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost—

(1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and

(2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).

(d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

### **31. CHANGES (MAR 2013)**

(a) The LCO may at any time, by written order, direct changes to the Tenant Improvements within the Space, Building Security Requirements, or the services required under the Lease.

(b) If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

- (1) An adjustment of the delivery date;
- (2) An equitable adjustment in the rental rate;
- (3) A lump sum equitable adjustment; or
- (4) A change to the operating cost base, if applicable.

(c) The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government shall not be liable to Lessor under this clause.

### **32. 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)**

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

### **33. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (OCT 2010)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)  
*This clause is incorporated by reference.*

**34. 52.233-1 DISPUTES (MAY 2014)**

*This clause is incorporated by reference.*

**35. 52.222-26 EQUAL OPPORTUNITY (APR 2015)**

*This clause is incorporated by reference.*

**36. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)**

*This clause is incorporated by reference.*

**37. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)**

(Applicable to leases exceeding the micro-purchase threshold.)

*This clause is incorporated by reference.*

**38. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)**

(Applicable to leases \$150,000 or more, total contract value.)

(a) Definitions. As used in this clause—

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR [22.1301](#).

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**39. 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)**

(Applicable to leases over \$15,000 total contract value.)

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**40. 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)**

(Applicable to leases \$150,000 or more, total contract value.)

*This clause is incorporated by reference.*

**41. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)**

(Applicable to leases over \$35,000 total contract value.)

*This clause is incorporated by reference.*

**42. 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)**

(Applicable if over \$750,000 total contract value.)

*This clause is incorporated by reference.*

**43. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

*This clause is incorporated by reference.*

**44. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2015) ALTERNATE III (OCT 2015)**

(Applicable to leases over \$700,000 total contract value.)

*This clause is incorporated by reference.*

**45. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)**

(Applicable to leases over \$700,000 total contract value.)

*This clause is incorporated by reference.*

**46. 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)**

(Applicable if over \$30,000 total contract value.)

*This clause is incorporated by reference.*

**47. 552.219-73 GOALS FOR SUBCONTRACTING PLAN (JUN 2005), ALTERNATE I (SEP 1999)**

(Applicable if over \$700,000 total contract value.)

*This clause is incorporated by reference.*

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**Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Acquisitions of Leasehold Interests in Real Property)**

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*Complete appropriate boxes, sign the form, and return form, along with any other required disclosure information, to LCO or his/her designee. The Offeror makes the following additional Representations.*

*NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.*

**52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)**

- (a) *Definitions.* As used in this clause-  
"Covered telecommunications equipment or services", "Critical technology", and "Substantial or essential component" have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
- (b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing-
  - (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (c) *Representation.* The Contractor shall notify the Contracting Officer if it [ ] will or [ ] will not [Contractor to complete] provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.
- (d) *Disclosures.* If the Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Contractor shall provide the following additional information to the Contracting Officer--
  - (1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
  - (2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

- (3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and
- (4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
	<div>Signature</div>	<div>Date</div>



## Exhibit I

### LEASE NO. LMD00474

#### Rider # 1 – FIRE PROTECTION AND LIFE SAFETY (FPLS) UPGRADES AND IMPROVEMENTS

The following FPLS deficiencies identified within the leased Premises and/or Building shall be addressed and corrected (in compliance with enforced Codes and Standards) by the Lessor, at Lessor's expense within 60 days of Lease Commencement:

- The portable fire extinguisher located in "Room 29" is currently on a countertop. Portable fire extinguisher shall be mounted in accordance with Section 6.1.3.4 of NFPA 10.
- Two (2) painted sprinkler heads were observed at the top of the large mezzanine's South stair. Sprinkler heads shall be replaced per Section 5.2.1.1.2 of NFPA 25.
- The exit door from Room 39 that leads to the exterior of the building (exit door in the vestibule located just to the West of the sprinkler riser room) is not provided with a manual pull station. Manual pull stations are required to be provided at all exit doors per Section 17.14.8.4 of NFPA 72.
- Two (2) fire sprinkler risers in the building's "Sprinkler Riser Room" have open junction boxes above their respective valve tamper switches. Junction boxes shall be provided with covers per Section 314 of NFPA 70.
- A concealed sprinkler head in "Room 26" has its cover plate protruding off of the ceiling. Cover plates shall be installed per the manufacturer's listed sprinkler assembly per Section 6.2.7 of NFPA 13.
- Lessor shall furnish evidence that inspection, testing, and maintenance of the building fire alarm control panel (in the sprinkler riser room) has been performed in accordance with NFPA 72. During the term of the Lease, all required monthly and annual inspections, testing, and maintenance shall be performed and documented in accordance with NFPA 72.
- Lessor shall furnish evidence that routine inspection, testing, and maintenance of emergency lighting and exit signage has been performed. During the term of the Lease, all monthly and annual inspections, testing, and maintenance of emergency lighting and exit signage shall be performed and documented per Section 7.9 and Section 7.10 of NFPA 101.
- Lessor shall be responsible for the maintenance and upkeep of the fire alarm control panel at no additional cost to the Government. In the event that the fire alarm control panel requires replacement during the term of the lease, the replacement will be the Tenant Agency's cost.
- Lessor shall be responsible for constructing a 2 hour rated demising wall between the leased Premises and adjacent space.

For the fire sprinkler systems on site, quarterly inspection and testing documentation was furnished, however records of other required frequency testing (such as annual and 5-year) were not furnished. A placard on the system riser indicates all 5-year services have been performed in the year 2018. Although annual inspection/testing reports were not furnished, it is likely performed. Lessor shall furnish evidence to ensure all inspection, testing, and maintenance as required per NFPA 25 is performed.

The following FPLS deficiencies identified within the leased Premises shall be addressed and corrected (in compliance with enforced Codes and Standards) at the Tenant Agency's expense.

- Refer to Exhibit J, Pre Lease 12000 Part B, Section 8a for a detailed list of concerns with the protection of rack storage in the warehouse area. Concerns include the use of solid shelving, the lack of in-rack sprinkler protection and potential lack of unprotected building column protection. The Government will take the necessary steps to correct this deficiency.
- Per Exhibit J, Pre Lease 12000 Part B, in several locations throughout the warehouse main floor, storage is provided on the floor against the wall, and are positioned underneath of storage stands with solid roofs that are approximately 63 inches wide. This impacts the ability of the fire sprinkler system to discharge onto the combustible storage stored beneath. Further evaluation is needed. Sprinklers may be installed under fixed obstructions over 4 feet (48 inches) wide per Section 8.5.5.3.1 of NFPA 13 - or - the Government will take other approved corrective action to correct this deficiency.
- Records indicate that the fire alarm system serving the NPS Leased space and the associated VESDA detection system has not been inspected and tested since the year 2010. Lessor shall furnish evidence that the fire alarm system and all associated components has been inspected, tested, and maintained per NFPA 72. During the term of the Lease, all required monthly and annual inspections, testing, and maintenance shall be performed and documented in accordance with NFPA 72. The Tenant Agency shall be responsible for the VESDA detection system.

# PRELEASE FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR A WAREHOUSE BUILDING

## PART B

*The Offeror's professional engineer shall complete this prelease evaluation form when offered space is located within a warehouse building and is equal to or greater than 40,000 square feet in area. The prelease evaluation form Part B consists of a detailed narrative report based on an evaluation of the entire warehouse building that also includes the review of the fire protection systems preventive maintenance records (e.g., automatic fire sprinkler system, fire alarm system, etc.). The fire protection engineer shall prepare a detailed narrative report. The detailed narrative report shall address at a minimum the items noted below as they apply to the offered space in the warehouse building, with specific attention to fire safety conditions that affect the floor(s) where the offered space to the Government is located, including those floors located below the offered space. In addition, the detailed narrative report shall include all deficiencies that do not meet the specified criteria associated with Fundamental Code Requirement, the associated code reference(s), as well as any recommended corrective action(s).*

### NOTES:

- a. *The professional engineer must be licensed as a fire protection engineer in the same State in which the subject warehouse building is located unless the subject State does not formally recognize fire protection engineering. In such cases, GSA will accept the services of any professional engineer in the subject State provided the professional engineer is also recognized as a fire protection engineer in any other U.S. State or Territory.*
- b. *Upon completion of the detailed narrative report, the Offeror's fire protection engineer must sign and date the "Fire Protection Engineer Statement."*
- c. *Upon completion of the detailed narrative report, the Offeror must sign and date the "Offeror's Statement of Correction."*
- d. *The accepted GSA Form 12000-WH is valid for a time period of 5 years from the noted date on the completed and accepted narrative report. This acceptance is conditional in that no major modifications or construction has occurred associated with the warehouse building.*

The detailed narrative report shall address at a minimum the items noted below as they apply to the proposed offered space located within the warehouse building.

A detailed narrative is provided in-line on this form, with evaluation and commentary of each item shown in bold.

### 1. General Information.

- a. Identify warehouse building name, address, City, and State.
  - » **Washington Commerce Center, 3300 Hubbard Road, Landover, MD 20785**
- b. Identify all current citations or violations noted by the local jurisdiction regarding the warehouse building.
  - » **None noted at the time of our survey.**
- c. Identify the name and year of the Building Code identified on the Building Certificate of Occupancy.
  - » **Building Certificate of Occupancy was not available. Prince George's County currently enforces the 2015 Edition of the International Building Code (IBC) and the 2015 Edition of the NFPA 101 Life Safety Code.**
- d. Provide digital pictures of the warehouse building. Include exterior views showing the front of the warehouse building and all sides of the warehouse building.
  - » **Photographs are provided in "Appendix A", attached to this report.**
- e. Identify the gross square footage and associated floor of the proposed offered space.
  - » **The entire building is approximately 125,066 square feet in size. The NPS leased space is approximately 49,500 square feet in size.**
- f. Identify by location and describe any potential fire ignition sources in the warehouse building.
  - » **No unordinary ignition sources were noted. The building contains combustible storage throughout, and contains bulk and rack storage of combustibles in the warehouse portion of the NPS leased space.**

### 2. Occupancy Classifications.

- a. Identify the different types of occupancies and particular uses on each floor. For example, include, storage, mechanical equipment areas, inside parking areas, etc.
  - » **The NPS leased portion of this building is comprised of business occupancies (office spaces, conference and training rooms, etc.) and storage occupancies (warehouse, storage rooms, etc.).**
- b. Identify the location of these occupancies and particular uses in regard to the offered space.

- » The business occupancy & business use areas comprise of the rooms on the South side of the building. The northern portion of the building is storage occupancy & storage use.

### 3. Warehouse Building Information.

- a. Identify the total size and shape of the warehouse building
  - » The entire warehouse is a rectangular shaped building, with a flat roof. The entire building is approximately 125,066 square feet.
- b. Identify the height of the warehouse building
  - » The warehouse is approximately 27 feet and 8 inches from the finished floor to the underside of the roof.
- c. Identify the height of each floor in the warehouse building
  - » The building has only one floor/story. The floor to ceiling level varies. In the warehouse and in some other storage areas, the ceiling is the underside of the roof, approximately 27 feet and 8 inches from the finished floor. Two (2) mezzanines exist in the warehouse area. It is approximately 11 feet and 4 inches from the finished floor to the underside of the mezzanines. It is approximately 16 feet and 4 inches from the floor of the mezzanine to the underside of the roof. Office areas have approximately 9 feet ceiling heights.
- c. Identify the building construction type.
  - » According to the MD SDAT website, this building was constructed in approximately the year 1990. The exterior walls are masonry with metal panels and glazing. The roof is a corrugated steel deck supported by exposed bar joists. The bar joists are supported by steel beams attached to steel columns. There is no fireproofing of any steel elements. The floor slab is poured concrete. Interior demising partitions appear to be gypsum wall board (GWB) on steel studs. Ceilings in finished rooms are acoustic ceiling tile (ACT), and in other areas (warehouse and some storage areas) is the underside of the roof. The roof covering appears to be BUR or EPDM. Construction classification is 'Unprotected Noncombustible'. The minimum construction classification in accordance with NFPA 220 is Type II (000).
- d. Identify the number of occupants on-site.
  - » A previous FPLS survey indicates the maximum occupant load for the NPS tenant space is calculated as 330 occupants. This appears to still be valid.
- e. Describe the usable storage height for each storage area.
  - » The usable storage height for the warehouse ground floor area appears to be approximately 16 feet above the finished floor. The usable storage height for the mezzanine levels appears to be approximately 10 feet above the finished mezzanine floor. In all areas, it appears storage is maintained at least 18 inches below sprinkler head deflectors.
- f. Identify the number of floors in the building (above and below grade)
  - » There is only one floor, above grade, in the building. It should be noted there are also two mezzanine floors provided in the warehouse area of the NPS tenant space.
- g. Identify the approximate gross square footage per floor in the warehouse building.
  - » The approximate gross square footage of the single floor in the NPS leased area is 49,500 square feet. The mezzanine areas in the warehouse appear to take up approximately 6,480 square feet of space.

## RELEASE FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR A WAREHOUSE BUILDING

### 4. Storage Configuration.

- a. Describe for each storage material the following information:
  - commodity classification, based on the provisions in International Fire Code, (e.g., Class I, Class II, Class III, Class IV, Group A Plastics, Group B Plastics, Group C Plastics)
  - » Commodities are Mixed Commodities per Section 5.6.1.2 of NFPA 13. Stored commodities include wooden items, furniture, textiles, photographs, records, archaeology, ceramics, statues, and artwork. Plastics were also noted to be stored in small quantities where commodities are encapsulated on the main floor of the warehouse area. It should be noted a separate cold storage vault stores an unknown quantity of nitrate film. This hazardous storage should be evaluated to determine if it is stored appropriately based upon the quantity of nitrate film stored. The fire-resistance rating of the cold storage vault could not be reliably determined during our survey, but should be evaluated in the event that a fire-resistance rated barrier is required for this nitrate film storage area. The nature of stored items and the low quantity of plastics present is consistent with Class IV Commodities per NFPA 13.
  - quantities of materials stored
    - » Materials are stored mainly on single racks, of up to 16 feet of storage. Piled storage is also present in some areas of the warehouse, as well as in storage rooms.
  - intermixing of multiple stored commodities

- » Commodities are mixed throughout the warehouse area per Section 5.6.1.2 of NFPA 13. Each storage rack appears to generally contain similar commodity types.
  - top of storage height
    - » Storage appears to be maintained at approximately 16 feet above the finished floor in the warehouse and other storage areas with ceiling heights to the underside of the roof. The mezzanine areas appear to maintain storage approximately 10 feet above the finished mezzanine floor.
  - sprinkler temperature
    - » The sprinkler head temperature in warehouse areas could not be visually confirmed from the floor level. Sprinkler heads in the warehouse areas are fusible-link style sprinkler heads, and appear to be dated. Business areas and storage room areas appear to be provided with quick-response, ordinary temperature (red glass bulb) sprinkler heads or concealed sprinkler heads likely of the same response characteristics.
  - sprinkler response
    - » Quick-response sprinkler heads are provided in business areas and some storage areas. The warehouse area is provided with standard response, fusible-link style sprinkler heads.
  - if in-rack sprinklers are provided
    - » No in-rack sprinklers are provided throughout the NPS Leased space.
  - height of sprinkler above floor
    - » The sprinkler heads are approximately 26 feet and 8 inches above the finished floor in areas where the ceiling extends to the underside of the roof. Other areas (business areas and some storage rooms) contain sprinkler heads in the ACT ceiling tiles.
  - height of sprinkler above storage
    - » Sprinkler heads appeared to be maintained at least 18 inches above storage in all areas.
- b. Describe the approximate pile volume for each storage array.
- » The approximate pile volume of each single rack is approximately 4 feet by 40 feet by 14 feet (2240 cubic feet). There are numerous racks of this approximate size throughout the warehouse space and in some storage rooms. Piled storage sizes vary, but are of smaller volume than rack storage.
- c. Identify by location and describe any solid pile storage.
- » Solid pile storage is provided in limited areas on the main warehouse floor, on the mezzanine levels, and in some storage rooms.
- d. Identify by location and describe any palletized storage.
- » Storage on the shelves of racks is in some cases stored on top of pallets.
- e. Identify by location and describe storage utilizing a shelf configuration.
- » Storage is mainly in piles and on racks throughout. Shelf configurations are used in select areas, such as in cold storage and in select storage rooms.
- f. Identify by location and describe any rack storage array configuration.
- » Rack storage is present throughout the warehouse storage area and in several individual storage rooms. The array configuration is rows of single racks throughout the warehouse storage area.
  - Identify and describe the number of tiers within each rack and if single or double row rack.
    - » Storage areas contain single racks, typically containing 3 to 5 tiers (varying in height between tiers). Mobile (compact) shelving units are also provided in several areas, and are typically maintained with a 3/4-inch gap between shelves.
- g. Identify by location and describe any idle pallet storage and type of pallets.
- » Hazardous idle pallet storage was not observed in the NPS Leased area.
- h. Identify by location and describe any storage that are banded or encapsulated (shrink wrap on all sides and top).
- » Select storage items were observed shrink-wrapped in various areas throughout the warehouse. Most racks are provided with a large plastic cover that covers the top and sides of each rack. This is likely provided to prevent dust accumulation on the stored artifacts.
- i. Describe the commodity clearance between the top of storage and the sprinkler deflector for each storage arrangement.
- » Clearance in all areas is maintained at least 18 inches below sprinkler deflectors. Storage on the warehouse main floor and in storage rooms appears to be maintained at 16 feet above the finished floor, leaving a clearance of about 10 feet to the sprinkler heads. Storage on the mezzanine levels appears to be maintained at 10 feet above the mezzanine floor, leaving a clearance of about 6 feet to the sprinkler heads.
- j. Describe the level of automation used for storage and retrieval.
- » There does not appear to be any form of automated storage or automated storage retrieval at this location.

##### 5. Means of Egress.

- a. Identify the number of exits and locations on each floor of the warehouse building.
  - » Exits in the storage use area of this building include an exit door in Room 33 (North-West), an exit door next to Room 39 (North), and an exit door in the North-East corner. Doors are also provided in the South-West and South-East corners of the warehouse area, allowing access to egress through the business use portion of the building, and likewise for the business use to egress through the storage use area if needed. The business use area contains three exits, one in the South-West corner, the main entrance double doors to the South, and double doors in the South-East corner. It should be noted that the double doors in the South-East corner are marked "No Exit" with a piece of paper taped to the door, and the exterior double doors are locked with a thumb-turn lock. The "No Exit" sign should be removed, as it appears this is still a viable means of egress.
- b. Identify and describe all exit doors that do not swing in the direction of exit travel.
  - » All exterior exit doors swing in the area of exit travel.
- c. Identify and describe if all fire doors are in proper working order.
  - » Fire rated doors do not appear to be provided in the NPS Leased area. It does not appear that any areas require fire rated doors.
- e. Identify by floor and describe any concerns regarding the exit access system, as it applies to the proposed offered space.
  - » There are no concerns with exit access in the NPS Leased area.
- f. Identify and describe the aisle dimensions between each storage array.
  - » Aisles appear to be maintained at approximately 42 inches between storage racks, although this varies slightly between each set of storage racks.
- g. Identify and describe the location of required fire department access doors
  - » The fire department can access the NPS Leased portion of the building on the North and South sides of the building, via exterior doors.
- h. Identify by location and describe any concern regarding the exit signage within the building.
  - » Exit signage is provided throughout the NPS Leased portion of the building. No concerns were identified.
- i. Describe the building's emergency lighting system.
  - » Emergency lighting is provided by wall-mounted battery backup emergency lighting units. Additionally, the NPS Leased area is provided with an emergency generator unit that likely provides emergency power to the NPS Leased area's lighting fixtures.
- j. Identify and describe if emergency power is provided within the building.
  - » An emergency generator system is provided, and wall-mounted battery backup emergency lighting units are also provided.
- k. If emergency lighting is provide, identify and describe the type of system and the appropriate testing and maintenance that is being performed such as the criteria contained in the current editions of NFPA 101, NFPA 110 for emergency generator service and NFPA 111 for stored electrical power.
  - » Wall-mounted battery backup emergency lighting units are provided. Additionally, what is likely classified as an emergency generator is also provided for the NPS Leased area.
  - » The NPS owned emergency generator system appears to be inspected and tested routinely. An annual inspection, testing, and maintenance report was furnished by NPS from April of 2019.
  - » Emergency lighting and exit signage units are inspected by JLL on a routine basis. However, records of inspection and testing as required by NFPA 101 are not maintained. Records shall be kept indicating that monthly and annual inspection and testing is performed on these units, per Section 7.9 and Section 7.10 of NFPA 101.

#### 7. Automatic Fire Suppression Systems.

- a. Identify and describe the building's automatic fire sprinkler system. If the building is not protected throughout by an automatic fire sprinkler system, identify those areas of the building where partial fire sprinkler protection is provided.
  - » The building is provided with three (3) 6-inch wet pipe sprinkler system risers. The NPS Leased area appears to be provided with fire sprinkler system coverage throughout.
- b. Identify and describe the location of valves controlling the water supply of ceiling and in-rack sprinklers.
  - » All valves appear to be provided in the fire sprinkler riser room, accessible from the North side of the exterior of the building. In-rack sprinklers are not provided in the NPS Leased space.
- c. Identify and describe the different types of automatic fire sprinkler systems (e.g., dry, wet, deluge, pre-action, etc.) that are installed within the building and their respective locations.
  - » A total of three (3) wet pipe sprinkler system risers are provided for this building. All risers are located in the fire sprinkler riser room. It is unclear what portions of the building each fire sprinkler riser serves, as hydraulic data placards are not provided on each fire sprinkler riser. It should be noted that because hydraulic data placards are not provided on each fire sprinkler riser, the adequacy of each fire sprinkler riser to meet system demand cannot be reliably determined.

- d. Identify and describe the location of any early response fast-response sprinklers that have been installed. Include a description of the K factor and design pressure.
- » Quick-Response sprinklers appear to be provided in the business use portions of this building. Design pressure and k-factor are likely typical for this hazard (7psi minimum pressure, 5.6k-factor).
- d. Identify and describe any other fire suppression systems installed within the building.
- » There are no other fire suppression systems in the NPS Leased portion of the building.
- e. Identify and describe the types of standpipes installed in the building.
- » There are no standpipes provided in the NPS Leased portion of the building.
- f. If automatic fire sprinkler systems are installed in the building, describe if they are tested and maintained in accordance with the NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems.
- » For the fire sprinkler systems on site, quarterly inspection and testing documentation was furnished, however records of other required frequency testing (such as annual and 5-year) were not furnished. A placard on the system riser indicates all 5-year services have been performed in the year 2018. Although annual inspection/testing reports were not furnished, it is likely performed. Further investigation is needed to ensure all inspection, testing, and maintenance as required per NFPA 25 is performed.

## RELEASE

### FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR A WAREHOUSE BUILDING

#### 8. Evaluation of Automatic Fire Sprinkler System in Regard to Storage Activities

- a. Provide a detailed evaluation of the performance of the existing fire sprinkler system in regard to the existing commodities and storage arrangement that is currently being protected by the automatic fire sprinkler system in accordance with the requirements of NFPA 13, such as but not limited to, commodity classification, packing materials, storage configurations, aisle widths, storage heights, storage pile stability, sprinkler clearances, sprinkler types, etc.
- » The existing fire sprinkler system and storage arrangement need further investigation to ensure it meets the requirements of the 2019 Edition of NFPA 13. Section 4 of this survey shows a detailed narrative of the storage configuration present in this facility. Several concerns were identified at the time of our survey, as follows:
    - Racks are provided with solid shelving, which requires in-rack sprinklers (or alternative protection) per Section 25.6 of NFPA 13. In-rack sprinklers are not provided throughout rack storage areas. It should be noted that NPS has indicated they are in the process of purchasing new rack storage units that do not contain solid shelving (metal racks with holes in the horizontal tier separations/shelves), and some rack storage units are already present in the warehouse storage area.
    - It could not be verified that the requirement of Section 20.15 of NFPA 13 (for protection of building columns that are not fireproofed) is met, as the presence of CMSA or ESFR sprinklers at the ceiling level and the sprinkler design density could not be verified.
    - There are no hydraulic data placards for each of the three (3) sprinkler system risers serving this building. Therefore, the adequacy of the fire sprinkler system to protect the hazards within the building cannot be confirmed.
    - The entire top and sides of most racks in the warehouse storage area are covered with a large sheet of plastic. Per NFPA 13, this creates an obstruction to sprinkler system discharge, preventing the sprinkler system discharge from penetrating the rack storage units. Plastic wrapping shall be removed from racks, leaving racks open to allow for sprinkler system discharge.
- b. Provide a detailed evaluation of the performance of the existing fire sprinkler system in regard to the proposed commodities and storage arrangement that would be protected by the automatic fire sprinkler system in accordance with the requirements of NFPA 13, such as but not limited to, commodity classification, packing materials, storage configurations, aisle widths, storage heights, storage pile stability, sprinkler clearances, sprinkler types, etc.
- » The commodities stored in this building are not proposed to be changed. Therefore, this line is not evaluated. See item above this (#8a) for an evaluation of the existing commodities and storage arrangement.
- c. Provide detailed density requirements that would be required of a proposed fire sprinkler system to protect the proposed commodity and storage arrangement with supporting substantiation in accordance with the requirements of NFPA 13, such as but not limited to, commodity classification, packing materials, storage configurations, aisle widths, storage heights, storage pile stability, sprinkler clearances, sprinkler types, etc.
- » The proposed commodity is the same as the existing commodity. Because some stored items are encapsulated, some racks are entirely encapsulated in plastic, and shelves are solid, this calculation is based on in-rack sprinkler protection per Chapter 25 of NFPA 13, even though in-rack sprinklers are not currently provided. This is also assuming that high-temperature sprinklers are used at the ceiling, due to observation of a high-temperature sprinkler head in the spare sprinkler cabinet. This would call for a .546 gpm/ft<sup>2</sup> density for a sprinkler design area of 2000ft<sup>2</sup>, per NFPA 13, Table



25.2.3.2.1 and Figure 25.2.3.2.3.1(g) (Curve C). This density also includes adjustment of the required sprinkler density by a factor of 115% as required for 21 foot storage height (on the mezzanine level) per Figure 25.2.3.2.4.1 of NFPA 13.

Recommend further evaluation to determine changes to be made to the storage arrangement (due to listed concerns in Section 8a of this report) before identifying the design criteria for this space.

d. Describe any variables that may affect the performance of the sprinkler system not addressed in items a, b, or c above, such as but not limited to, building ventilation systems, draft curtains and any unique building construction elements, etc.

- » Variables that would affect the performance of the sprinkler system, as discussed in detail in Section 8a of this report, include the following:
  - Racks are provided with solid shelving, which affects the ability of sprinkler system discharge to penetrate to lower tiers of the rack storage.
  - Racks are wrapped with a large plastic cover that covers the top and sides of most racks. The plastic cover acts as an obstruction that does not allow sprinkler system discharge to penetrate to the interior of racks.

#### 9. Additional Fire Protection Systems and Features.

a. Identify by location and describe any existing fire detection systems such as, but not limited to, smoke detection systems, heat detection systems, flame detection systems, etc. that have been installed

- » A Fenwal Analaser VESDA air-aspirating smoke detection system is provided. It appears this system is monitored by the Notifier AFP-400 fire alarm control panel.

b. Describe any fire protection features such as, but not limited to, fire dampers, smoke partitions, fire barriers, fire walls, smoke and heat vents, curtain board systems, fire proofing of building columns and roofs, etc.

- » The NPS Leased portion of this building does not appear to have any unordinary fire protection features. It appears the NPS Leased space is provided with a fire barrier separation from the adjacent warehouse tenant. Building structural elements are not provided with fireproofing.

c. Describe in detail if the fire protection systems and features are tested and maintained in accordance with the applicable NFPA Standard; identify and evaluate the procedures being used.

- » Refer to other sections of this report for fire alarm, fire sprinkler, emergency lighting, exit signage, and emergency generator inspection and testing practices at this facility. Portable fire extinguishers appear to be inspected, tested, and maintained regularly in accordance with NFPA 10.

#### 10. Fire Alarm System.

a. Identify and describe the fire alarm system, as a minimum, the date of installation, type, manufacturer and model, and components such as manual pull stations, water flow devices, smoke or heat detection, back-up power, etc.

- » The building is provided with a Firelite MS-10UD-7 addressable fire alarm control panel, installed in approximately the year 2007. Initiating devices provided throughout the building include valve supervisory tamper switches, waterflow alarm devices, smoke detectors, duct-type smoke detectors, and manual pull stations. The building is provided with occupant notification in the form of audible/visual horn/strobe notification appliances. Back-up power is provided by secondary power supply batteries installed within the fire alarm control panel.
- » The NPS leased space is provided with an NPS owned fire alarm system. The fire alarm control panel is a Notifier AFP-400 addressable fire alarm control panel, installed in approximately the year 1999. A Fenwal Analaser VESDA air-aspirating smoke detection system is also provided, and monitors the warehouse as well as other storage rooms. Beam detection is provided in the warehouse area as well. This system contains initiating devices such as smoke detectors, a VESDA air aspirating smoke detection system, beam-type smoke detectors, and manual pull stations. The NPS leased space is provided with occupant notification in the form of audible/visual horn/strobe notification appliances. Back-up power is provided by secondary power supply batteries installed within the fire alarm control panel.

b. Describe if the fire alarm system is connected to a U.L. listed Central Station, Remote Station, or to the local fire department.

- » The building fire alarm system reports signals to Mona Electric (Central Station).
- » The NPS owned fire alarm system reports signals to the Department of Homeland Security Suitland Megacenters.

c. Describe in detail the operation of the fire alarm system.

- » A previous FPLS survey indicates that the building fire alarm control panel does not monitor the NPS fire alarm control panel, but the NPS fire alarm control panel monitors the building fire alarm control panel. Due to this arrangement, an alarm signal on the building fire alarm control panel will result in a building alarm (including the NPS space), however an alarm on the NPS fire alarm control panel will only activate alarms in the NPS leased portion of the building.

d. Describe in detail if the fire alarm system is tested and maintained in accordance with NFPA 72, National Fire Alarm and Signaling Code.

- » The NPS owned fire alarm system provided in the NPS Leased space has not been inspected and tested since the year 2010. The overall functionality of this system is therefore questionable. It should be noted that two (2) of the four (4) VESDA detector zones are marked as "Disconnected - Not in Use", which is of concern as any air sampling piping serving these disconnected zones would be inoperable. Routine inspection, testing, and maintenance of this system is currently not being performed per NFPA 72.

It should be noted that our survey revealed the following issues, which should be corrected to comply with enforced Codes and Standards:

- » The portable fire extinguisher located in "Room 29" is currently on a countertop. Portable fire extinguisher shall be mounted in accordance with Section 6.1.3.4 of NFPA 10.
- » Two (2) painted sprinkler heads were observed at the top of the large mezzanine's South stair. Sprinkler heads shall be replaced per Section 5.2.1.1.2 of NFPA 25.
- » The exit door from Room 39 that leads to the exterior of the building (exit door in the vestibule located just to the West of the sprinkler riser room) is not provided with a manual pull station. Manual pull stations are required to be provided at all exit doors per Section 7.14.8.4 of NFPA 72.
- » Two (2) fire sprinkler risers in the building's "Sprinkler Riser Room" have open junction boxes above their respective valve tamper switches. Junction boxes shall be provided with covers per Section 314 of NFPA 70.
- » All three (3) fire sprinkler system risers serving this building are not provided with hydraulic data placards. Due to this, the ability to meet the demand for each sprinkler system riser cannot be confirmed. Further evaluation is needed to determine the demand for each sprinkler system.
- » Refer to Section 8a of this survey for a detailed list of concerns with the protection of rack storage in the warehouse area. Concerns include the use of solid shelving, the lack of in-rack sprinkler protection, potential lack of unprotected building column protection, and improper use of plastic covers that cover the top and sides of rack storage.
- » A concealed sprinkler head in "Room 26" has its cover plate protruding off of the ceiling. Cover plates shall be installed per the manufacturer's listed sprinkler assembly per Section 6.2.7 of NFPA 13.
- » In several locations throughout the warehouse main floor, storage is provided on the floor against the wall, and are positioned underneath of storage stands with solid roofs that are approximately 63 inches wide. This impacts the ability of the fire sprinkler system to discharge onto the combustible storage stored beneath. Further evaluation is needed. Sprinklers shall be installed under fixed obstructions over 4 feet (48 inches) wide per Section 8.5.5.3.1 of NFPA 13.
- » The NPS owned fire alarm system serving the NPS Leased space and the associated VESDA detection system has not been inspected and tested since the year 2010. The fire alarm system and all associated components shall be routinely inspected, tested, and maintained per NFPA 72.
- » Inspection, testing, and maintenance of the building fire alarm control panel (in the sprinkler riser room) is not confirmed. Records of inspection and testing were not furnished. Further investigation is needed to ensure that routine inspection, testing, and maintenance is performed in accordance with NFPA 72.
- » Inspection, testing, and maintenance of emergency lighting and exit signage is not documented. Monthly and annual inspection, testing, and maintenance of emergency lighting and exit signage shall be documented per Section 7.9 and Section 7.10 of NFPA 101.
- » For the fire sprinkler systems on site, quarterly inspection and testing documentation was furnished, however records of other required frequency testing (such as annual and 5-year) were not furnished. A placard on the system riser indicates all 5-year services have been performed in the year 2018. Although annual inspection/testing reports were not furnished, it is likely performed. Further investigation is needed to ensure all inspection, testing, and maintenance as required per NFPA 25 is performed.
- » The small mezzanine (DOI Storage Mezzanine) in the warehouse area has obstructed egress. Carts are stored in the means of egress, restricting egress to less than 20 inches. Carts shall be removed to keep the means of egress unobstructed.



# RELEASE FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR A WAREHOUSE BUILDING

## STATEMENT OF FIRE PROTECTION ENGINEER

I hereby attest that I have performed a full assessment of the subject premises; and that the above information is complete and accurate to the best of my knowledge. I have initialed at the bottom of each page. My official seal, professional license information, and signature are affixed below.

I have included findings, recommended corrective action(s), and made specific references to the applicable code sections as an attachment to this report. Such findings specifically identify instances where the building does not comply with the specified criteria, and recommendations have been made in order to rectify the situation and assure substantial compliance of the building to all applicable criteria.

(If no deficiencies were identified, during the evaluation, please explicitly state so in the findings and recommendations portion of the report.)

Signature:

(b) (6)

Date:

01/27/2020

Printed Name:

Daniel Lookenbill

Name of Firm:

EBL Engineers, LLC

Phone #:

410 ( ) 668-8000

License Number:

45721

Stamp Here:




## OFFEROR'S STATEMENT OF CORRECTION

In the event any of the offered space does not meet the above criteria, the Offeror shall attest below that all work required to bring the offered space into full compliance with all applicable criteria will be completed at the Offeror's sole cost and expense prior to the Government's acceptance of the offered space under the terms of any prospective lease agreement.

**NOTE: REPORTS SUBMITTED WITHOUT THE FPE'S FINDINGS, RECOMMENDED CORRECTIVE ACTIONS AND CODE REFERENCES WILL BE RETURNED WITHOUT REVIEW BY THE GSA REGIONAL FIRE PROTECTION ENGINEERING OFFICE.**

Signature:



Date:

05/06/2020

Printed Name:

Daniel Lookenbill

Title:

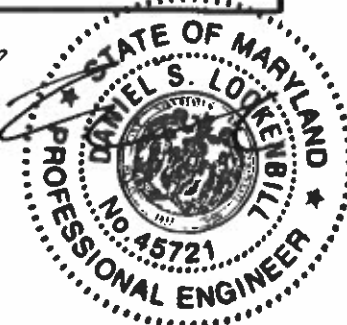
Fire Protection Engineer

Name of Firm:

EBL Engineers, LLC

NOTE: This second sign/seal is in reference to our responses to Questions #1 and #2 posed by GSA. Refer to Appendix B for record of GSA's question and EBL and JLL's responses.





## Appendix A – Photographs









## **Appendix B – GSA Questions with EBL Responses**

### **GSA Questions (in black) with EBL Responses (in red):**

1. The demising wall separating the GSA space and the tenant next door has been confirmed as a 2 hr rated by JLL's engineering staff. GSA's side of the demising wall has a 1.25" thickness of fire rated material and the tenant next door has a 5/8" thickness of fire rated material.
  - a. EBL Comment: It is our opinion that based on the investigative work done by JLL, revealing two (2) layers of 5/8" thick gypsum on one side and one (1) layer of 5/8" thick gypsum on the other side of the wall, as well as supporting documentation of the existing wall construction detail, that the construction of the tenant demising wall is consistent with an approximate 1-hour fire-resistance rating.
  
2. The Sprinkler System at 3300 Hubbard Road is a pipe schedule system, and hydraulic data placards are not provided with this type of system since variations in municipal pressure would alter the data. A pipe schedule system is defined as a sprinkler system in which the pipe sizing is selected from a schedule that is designed to supply each sprinkler head with the proper flow for the occupancy classification. The system was permitted, inspected and accepted by the county at the time of occupancy based on storage of standard commodities and proposed use. Our Quarterly Testing has continually shown that the system still activates within the prescribed parameters.
  - a. EBL Comment: We concur. This is an existing pipe schedule system, and therefore does not require a hydraulic data placard.